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## SECTION I - GENERAL INFORMATION

### A. Definitions

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

- “Amendment”:  
means any written addition or alteration to this SA and to any subsequent contract issued against the SAs.
- “Authorized Client”:  
refers to any government department or agency that have been authorized by PWGSC to issue Contracts against the SAs. .
- “Bidder”:  
A SA Holder submitting a proposal in response to a RFP issued by PWGSC or an authorized client.
- “Client Department”:  
refers to all Federal Government of Canada Departments, agencies and institutions.
- “Contract”:  
refers to the document issued against the Supply Arrangement authorizing the SA Holder to perform work.
- “Contractor”:  
means a SA Holder that has been issued a contract under the SA.
- “Contract Award Date”:  
means the date of Contract indicated on page 1 of any resulting contract against the Supply Arrangement.
- “Deliverable”:  
means anything that the Contractor is required by the terms of the Contract to deliver to Canada.
- “Designated User”:  
refers to an employee of the Authorized Client as designated by PWGSC. Users may be added from time to time, and will be added to the ISS SA Website.
- “Offer”:  
The Offeror’s response to this RFSA.
- “Offeror”:  
A Supplier responding to this RFSA, including a joint venture.
- “Proposal”:  
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.
- “PWGSC-TPSGC 9200-11”:  
The contract form describing the work assigned to the Contractor, which will be completed and signed by the

Contracting Authority to enter into any resulting contract. It may be replaced by any other forms approved by the PWGSC SA Authority.

- “Supply Arrangement Holder”: A SA Holder is an Offeror that has been qualified by Canada and has been issued a Supply Arrangement by Canada as a result of this RFSA process.
- “Request for Proposal”: A Request for Proposal (RFP) is a solicitation issued by PWGSC or an authorized client to a SA Holder in accordance with the clauses, terms and conditions of this SA.
- “Request for Supply Arrangement”: A Request for Supply Arrangement (RFSA) is a solicitation issued by Canada, requesting Suppliers to submit offers to become SA Holders.
- “Supplier”:
- A company, that is willing and believes that it is capable of providing the required services to Canada.
- “Supply Arrangement”:
- A Supply Arrangement (SA) is a written agreement between a SA Holder and Canada, as represented by Public Works and Government Services Canada, detailing the procurement process, clauses, terms and conditions and technical requirements for procurements by the Designated Users.

## **B. Supply Arrangement**

- B.1 This SA is an agreement between Canada and the SA Holder identified at page 1 of this document for the provision of, as and when requested, professional services.
- 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. a Contract awarded under this SA shall be a Contract only for those services which have been contracted for, provided always that such Contract is made in accordance with the terms and conditions set out herein;
  3. each Contract awarded under this SA is a separate contract established between Canada and the SA Holder;

4. Canada's liability under this SA shall be limited to that which arises from Contracts awarded under this SA;
5. 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. Services Covered under this SA**

- C.1 The SA may cover the following three (3) streams of services which are required to support PWGSC clients in their various programs, initiatives, operations and projects:
- Human Resources Management
  - Organizational Management Consultants
  - Project Management
- C.2 This procurement vehicle includes significant flexibility as the nature of specific requirements may vary greatly. For some requirements, Canada will require services on a "as and when requested basis" while for others, it will require SA Holders to provide a complete solution.
- C.3 Some requirements may require bilingual resources. When the situation arises, SA Holders will be requested to certify, at the Request for Proposal stage, the ability of the personnel to work in both or either official language (English and French).

### **D. Supply Arrangement Method of Procurement**

- D.1 The intent of a SA is to establish a framework with a Supplier to permit the expeditious processing of legally binding contracts for professional services. SAs establish a set of procurement procedures and include a minimum set of terms and conditions which will apply to any resulting contract(s).
- D.2 The SA method of supply will be used to satisfy "as and when requested" requirements of Client departments. Through this process, PWGSC establishes SAs with offerors, to provide specific services to Canada during a specified period.
- D.3 The SA is not in itself a Contract, but rather a base document that forms part of any resulting RFPs and Contracts. When being issued a SA, the SA Holder accepts the obligation to provide the specified services in accordance with the SA, under any resulting Contracts that may be awarded. Any resulting Contracts shall be established as a result of RFPs. These RFPs will specify the specific requirements of the authorized client, and may contain additional terms and conditions that the bidder must meet.

### **E. Period of the Supply Arrangement**

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- E.1 The period of this SA shall be from the date the SA is signed by Canada to March 31, 2007. PWGSC will review requirements from time to time and may at any time seek revisions or amendments to the SA.
- E.2 Canada reserves the irrevocable options to extend the terms of this SA for any periods of its choice, under the same terms and conditions.
- E.3 Canada may exercise this option at any time by written notice to the SA Holder at least 30 calendar days prior to the SA expiry date or any extension thereof.
- E.4 The option may only be exercised by the PWGSC SA Authority, and any extension of the SA period will be evidenced through a formal SA Amendment.
- F. Period of services of the contracts awarded under the Supply Arrangement.**
- F.1 Contracts may be issued from SA authorization date until the SA expiry date or any extension thereof.
- F.2 Each Contract shall indicate the period of services during which the specified work shall be performed. For some requirements, this "period of services" may extend well past the SA expiry date or any extension thereof. However, ISS SA Holders will automatically be considered qualified financially for all fiscal years covered by the RFP for which no maximum per diem rates are established in the SA. (i.e. fiscal year 2007-2008 and beyond, as applicable).
- F.3 Furthermore, some Contracts may contain provision(s) for option(s) that extend the initial period of service. Contractors shall be notified in writing, at least thirty (30) calendar days prior to the expiration of the current period of service, of Canada's intention to exercise any option(s) contained in a Contract "period of services" article.
- G. Estimated Expenditure and Quantity**
- G.1 Canada is not bound by any estimated dollar or quantity indication against this SA. The SA shall be subject to the condition that Canada has the right to accept delivery of services only in such quantities as are actually contracted for and ordered.
- H. Notification of Withdrawal from the Supply Arrangement**
- H.1 In the event that the SA Holder wishes to withdraw from this SA, the SA Holder shall advise the PWGSC SA Authority, in writing of its desire to be removed from the SA Holders list and withdraw the SA. 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.

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- H.2 If during the course of the SA the PWGSC SA Authority becomes aware that the Contractor is in violation of the terms and conditions of this SA or any resulting Contract, Canada may withdraw the SA Holder from the SA Holders list and remove authorization to use the SA, in the manner set out below or take other appropriate action.
- H.3 Canada may, by giving thirty (30) days written notice to the SA Holder, withdraw the SA Holder from the SA Holders list and remove authorization from the authorized clients to use the SA. Canada acknowledges that withdrawal of the SA Holder from the SA Holders list and removal of authorization to use the SA will not, through this action alone, affect any Contracts made prior to the issuance of such notice.
- H.4 Conditions which may result in withdrawal of authorization to use 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 authorization to the authorized client to use the SA will be withdrawn; or,
  - 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 authorization to the authorized client to use the SA will be withdrawn; 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 authorization to the authorized client to use the SA will be withdrawn.
- H.5 Each reported instance of violation will be investigated by the PWGSC SA Authority to confirm that the Contractor is indeed in violation of the terms and conditions of the SA or Contract(s).
- H.6 Withdrawal of authorization to use 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.



**I. Notices**

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

**J. Public Notices**

- J.1 No press releases or other public announcements concerning this SA and any contracts awarded pursuant to it shall be made by a SA Holder or Contractor, without the prior written consent of the PWGSC SA Authority.
- J.2 Such consent shall not be unreasonably withheld.

**K. Official Languages**

- K.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.

**L. Management of Supply Arrangement Holders list and Supply Arrangements**

- L.1 The PWGSC SA Authority shall be the sole authority on behalf of Canada and the Minister for the administration and management of this SA.
- L.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 Designated User 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 Designated User and to the SA Holders the overall process through which the services are acquired;
  - 3 supporting the Designated User and SA Holders in the use of the SA.

**M. Authorities****M.1 PWGSC SA Holder Authority**

M.1.1 The PWGSC SA Holder Authority will be the central point of contact for all matters pertaining to this SA and can be contacted by e-mail: [ISS.SAAuthority@pwgsc.gc.ca](mailto:ISS.SAAuthority@pwgsc.gc.ca).

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

M.2. The PWGSC SA Authority 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.

## **N. Conflict of Interest**

N.1 The Supply Arrangement Holder and its employees and subcontractors shall provide services or conduct business covered by a resulting Contract only during periods paid for by Canada, and shall not provide services or conduct any other business on client premises.

N.2 The Supply Arrangement Holder and its employees and subcontractors shall not provide assistance to client department personnel in developing any SOWs, except as directed in the performance of a contract for those purposes.

N.3 If the Supply Arrangement Holder or its employees or subcontractors has prepared or assisted in the preparation of any material to be used in a procurement, the Supply Arrangement Holder shall immediately disclose such preparation or assistance to the PWGSC SA Authority. The PWGSC SA Authority will determine whether or not any conflicts of interest exist. If the PWGSC SA Authority determines that a conflict of interest exists, he or she shall inform the Supply Arrangement Holder that it cannot bid on any related requirement(s). The Supply Arrangement Holder agrees that such notification will prevent the Supply Arrangement Holder from bidding on any related requirements.

N.4 If the Supply Arrangement Holder or its employees or subcontractors is requested by a client department to prepare or assist in the preparation of any material to be used in a procurement, the Supply Arrangement Holder shall immediately disclose such request to the PWGSC SA Authority. The PWGSC SA Authority will determine whether or not any conflicts of interest exist. If the PWGSC SA Authority determines that a conflict of interest exists, he or she will inform the Supply Arrangement Holder that it cannot bid on any related requirement(s). The Supply Arrangement Holder agrees that such notification will prevent the Supply Arrangement Holder from bidding on any related requirements.

## **O. Security Requirements**

O.1 Various requirements procured under the Supply Arrangement may contain security requirements. These security requirements shall be fully defined in the RFP and the resulting contract.

O/2 In some cases, full compliancy with these security requirements will be required at time of bid closing; in other cases, a Contract may be awarded even if the security requirements are not fully met based on the commitment of the Contractor to increase its

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security clearance and those of its proposed personnel and facilities. The RFP shall clearly identify when compliance with the security requirements is required at time of bid closing.

- O.3 Generic Security Requirement Check Lists (SRCLs) meeting most security requirements that may be required have been attached to this Supply Arrangement (see Annex “D” to Part 2) and may be referred to, as required, in the RFPs and contracts.
- O.4 These generic SRCLs may not meet the needs of some requirements; and therefore an unique SRCL shall then be attached to the RFP in order to fully describe the security requirements.

**P. CERTIFICATIONS**

Compliance with the certifications provided by the Offeror 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 Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Minister shall have the right to set aside the SA and, pursuant to the default provisions of any resulting contract, terminate any such contract for default.

## SECTION II - RESULTING CONTRACT CLAUSES, TERMS AND CONDITIONS FOR STAGE 2 OF THE PROCUREMENT PROCESS

**Note: Unless otherwise stated herein, the following clauses, terms and conditions apply to contracts awarded under both the General SA and the Aboriginal 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

A.2.1.1 General Conditions DSS-MAS 9601 (2005-12-16), General Conditions, with the following modifications, shall apply to and form part of this Contract.

DSS-MAS 9601 (2005-12-16) General Conditions - Long Form are modified as follows:

A) 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. The

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Minister includes any person duly authorized to act on behalf of that Minister.

B) Delete in its entirety: Section 05, Conduct of the Work,

Insert new section 05, Conduct of the Work as follows:

1. The Contractor represents and warrants that:
  - 1 it is competent to perform the Work; and
  - 2 it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
2. Except for Government Property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
3. The Contractor shall:
  1. carry out the Work in a diligent and efficient manner;
  2. select and employ on the Work a sufficient number of properly qualified personnel, provide efficient and effective inspection and quality control procedures and provide administration and other support to its employees to the extent necessary to properly carry out the work;
  3. apply as a minimum quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract;
  4. perform the Work in accordance with standards of quality acceptable to the Minister and in full conformity with the Specifications and all the requirements of the Contract; and
  5. provide effective and efficient supervision to ensure that the quality of workmanship is as stated in the Contract.
4. The Work shall not be performed by any person who, in the opinion of the Minister or the Technical Authority, is incompetent or has been conducting himself or herself improperly.

5. The Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to Canada, and any work corrected or replaced by the Contractor pursuant to this subsection shall be subject to all provisions of this Contract to the same extent as Work initially performed.
6. The Contractor shall adhere to the Technical Authority's reasonable interpretation of the requirements of the Contract insofar as such an interpretation is not inconsistent with any other part of the Contract.
7. Unless the Minister orders the Work or part thereof to be suspended pursuant to section 25 (Suspension of the Work), the Contractor shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the Parties arising out of the Contract.
8. The Contractor shall provide such reports on the performance of the Work as are required by the Contract and such other reports as may reasonably be required by the Minister or the Technical Authority.
9. The Contractor shall be fully responsible for performing the Work and Canada shall not be liable for any negative consequences or extra costs arising out of the Contractor's following any advice given by Canada, whether given without or upon invitation by the Contractor, unless the advice was provided to the Contractor in writing by the Contracting Authority and was accompanied by a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might arise from following the advice.

C) Delete in its entirety: Section 09, Replacement of Personnel

Insert new section 09, Replacement of Personnel as follows:

1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
2. If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

3. The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:
  1. the reason for the removal of the named person from the Work;
  2. the name, qualifications and experience of the proposed replacement person; and
  3. proof that the person has the required security clearance granted by Canada, if applicable.
4. The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
5. The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3(b) and (c), secure a further replacement.
6. The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

D) Delete in its entirety: Section 22, Indemnity Against Third-Party Claims.

Insert new section 22, *Intellectual Property Right Infringement and Limitation of Liability* as follows:

**A. Intellectual Property Right Infringement**

1. If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:
  - a. promptly notifies the Contractor in writing of the claim; and

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- b. cooperates with the Contractor in, and allows the Contractor full participation in, the defence and related settlement negotiations; and
  - c. obtains the Contractor's prior approval to any agreement resulting from settlement negotiations held with the third party.

The Contractor shall participate in any claims, action or proceeding arising under Subsection 1. and no such claim, action or proceeding shall be settled without the prior written approval of the Contractor and Canada.

2. If such a claim is made or appears likely to be made, Canada agrees to permit the Contractor to enable Canada at the Contractor's expense, to continue to use the equipment or software or to modify or replace it with equipment or software which has published specifications equal or superior to the equipment or software being replaced. If the Contractor determines that none of these alternatives is reasonably available, Canada may elect, at the Contractor's expense, to independently secure the right to continue to use the equipment or software, or Canada may require the Contractor to accept the return of the equipment or software and to refund all monies paid to the Contractor under the Contract for the equipment and software, as well as all amounts paid for services and license and development fees.
3. The provisions of Subsections 1. and 2. do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada. In this case, the Contractor shall ensure that its subcontract for the equipment or software states that "If a third party claims that equipment or software that the subcontractor supplies under the Contract infringes any intellectual property right, the subcontractor, if requested to do so by either the Contractor or Canada, will defend the Contractor and Canada against that claim at the subcontractor's expense and will pay all costs, damages and legal fees that a court finally awards." In the event that the Contractor is unable to incorporate this into its subcontract, then it shall advise Canada of the situation and not proceed with the subcontract without receiving written notice from Canada that the level of intellectual property right infringement protection is acceptable.
4. Without prejudice to Canada's right to terminate the Contract for default prior to completion of the work, the above represents the Contractor's entire obligation to Canada regarding any claim of infringement.



5. The Contractor has no obligation regarding any claim based on any of the following:
- a. Canada's unauthorized modification of the equipment or software, or Canada's unauthorized use of the equipment or software in other than its published specified operating environment;
  - b. the combination, operation or use of the equipment or software with any product, data or apparatus that the Contractor did not provide under the Contract, or which combination, operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use.

**B. Limitation of Liability**

1. Circumstances may arise where Canada is entitled to recover damages from the Contractor or to be indemnified by the Contractor. In each such instance, the Contractor is liable to Canada only for the following:
  - a. all damages and costs resulting from intellectual property right infringement; and
  - b. all damages for personal injury, including death, caused by the Contractor or its subcontractors; and
  - c. all direct damages for physical harm to tangible property and real property caused by the Contractor or its subcontractors; and
  - d. all other direct damages resulting from the Contractor's default pursuant to the General Conditions forming part of this Contract, but excluding reprourement costs; and
  - e. claims for liens, attachments, charges or other encumbrances resulting from claims against the Contractor upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada; and
  - f. indirect and consequential damages associated with (c) above and reprourement costs up to an amount equal to the value of the contract for each contract resulting from this SA.

For the purpose of this Section, reprourement costs shall mean all identifiable direct costs incurred by Canada to repro cure the Work with another contractor, including deinstallation and return of the Work to the Contractor, administrative costs of selecting another contractor or retendering the Contract, as applicable, and any increase in the price payable by Canada for the other Work having equivalent functionalities, performances and quality.

2. Under no circumstances is the Contractor liable for the following:

- a. damages of third parties claimed against Canada (other than those under paragraphs (a) and (e) and, to the extent the Contractor is liable under law to the third party, paragraphs (b), (c) and (d), of Subsection 1);
  - b. harm to Canada's records or data; (However, the Contractor is liable under paragraph (f) of Subsection 1) for failure to restore Canada's records and data in accordance with Subsection 3) if Canada's records or data are harmed by the Contractor's or its subcontractor's negligence or willful act.);
  - c. indirect or consequential damages (other than those under paragraphs (a), (b), and (c) as modified by (f) of Subsection 1), unless Canada specifically informed the Contractor in writing of the existence of special circumstances or conditions.
3. Canada is responsible for maintaining adequate backup of its records and data to enable their restoration if needed for any reason. If Canada's records or data are harmed by the Contractor's or a subcontractor's negligence or willful act, the Contractor is responsible for restoring Canada's records and data to the same state as in the last available backup copy.

#### A.2.2 Supplemental General Conditions

DSS-MAS 9601-2 (2004-12-10)- Software Development /Modification Services.

DSS-MAS 9601-3 (2005-06-10)- Systems Integration.

DSS-MAS 9601-4 (2005-06-10)- Licensed Software.

DSS-MAS 9601-5 (2005-06-10)- Support Services for Licensed Software.

DSS-MAS 9601-6 (2004-12-10) - Contractor to Own Intellectual Property Rights

DSS-MAS 9601-7 (2004-12-10) - Canada to Own Intellectual Property Rights in Foreground Information

### A.3 **Applicable Laws**

This Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada **(or by the laws in force in another province or territory of Canada, as specified by the Contractor in its proposal)**.

### 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 Subject to clause A.4.3.2, the PA is responsible for all matters concerning the technical content of the work under this requirement. The PA shall be the inspector and consignee for all work performed and services provided and shall 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 shall 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 In the event of a discrepancy, inconsistency or ambiguity of the wording of any Contract document with the wording of another Contract document where both are referred to below, the wording of the Contract document that first appears on the list shall prevail over the wording of a Contract document that subsequently appears on the list:

- the Contract document including the Terms and Conditions set out in Part 2 of this SA;
- the Supplemental General Conditions, DSS-MAS 9601-3, dated 2005/06/10;
- the Supplemental General Conditions, DSS-MAS 9601-2, dated 2004/12/10;
- the Supplemental General Conditions, DSS-MAS 9601-4, dated 2005/06/10;
- the Supplemental General Conditions, DSS-MAS 9601-5, dated 2005/06/10;
- the Supplemental General Conditions, DSS-MAS 9601-6, dated 2004/12/10;
- the Supplemental General Conditions, DSS-MAS 9601-7, dated 2004/12/10;
- the General Conditions, DSS-MAS 9601, dated 2005/12/16, as modified herein; and
- the Contractor's proposal, dated \_\_\_\_\_.

### A.6 **Contractor's Status Declaration**

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- A.6.1 It is understood and agreed that the personnel which will be provided to perform the services set forth in the Contract are and will remain the Contractor's employees providing independent services to Canada and nothing in this Contract shall be read or construed as constituting such personnel as employees or servants of Canada.
- A.6.2 The Contract will be for services and it is understood and agreed that the Bidder of this service is engaged as an independent Contractor and not as an employee or agent of Canada. The Contractor and its employees have no entitlement to benefits other than those specified in this Contract.
- A.6.3 Canada will not perform any of the functions or obligations of an employer including, but without limitation to, the making of deductions for income tax, Canada Pension Plan, Employment Insurance, or similar government legislated programs from the payments due to the Contractor under the terms of this Contract. The payment of such items is the responsibility of the Contractor, solely.
- A.6.4 Contractor personnel shall identify the firm they work for when answering telephones, using voice mail, in written and electronic correspondence and at all meetings.
- A.6.5 Contractors shall ensure that their personnel do not use Crown or Department logos or insignia on any business cards, cubicle or office signs or correspondence that would in any manner lead others to perceive a Contractor personnel as being an employee or servants of Canada.
- A.7 Requirement for Training and Familiarization**
- A.7.1 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.7.2 Canada will not provide technology training, unless otherwise specifically indicated in a RFP and in the resulting contract.
- A.7.3 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.8 Ownership and Disclosure of Information**
- A.8.1 It is understood and agreed that the Contractor shall, in the course of, as well as following, performance of the Contract, treat as confidential and not divulge, unless authorized in writing by Canada, any information obtained from Canada in the course of the performance of the Contract.

A.8.2 The Contractor understands and agrees that all documentation obtained with respect to research, and all working papers, submissions and reports and all other documentation, final or otherwise, prepared in connection with this Contract shall be submitted to Canada and shall be the sole and exclusive property of Canada.

## **A.9 Work Force Reduction Programs**

A.9.1 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.9.2 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.9.3 The Contractor acknowledges that in the event of a breach of such covenant, the Minister shall have the right to rescind the Contract.

A.9.4 Nothing in this clause shall 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.10 T1204 INFORMATION REPORTING BY CONTRACTOR**

A.10.1 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.10.2 To enable departments and agencies to comply with this requirement, the Contractor shall 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."

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") shall provide services and deliverables on an "as and when requested" basis, to Canada to assist the authorized client, in accordance with the approved PWGSC 9200-11 form forwarded to the Contractor by the Contracting Authority in accordance with the Statement of Work (SOW) which shall form 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)*.

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**B.3 Contract Form**

B.3.1 The authorized form for this contract shall be PWGSC-TPSGC 9200-11 form or any other forms approved by PWGSC SA Authority.

**B.4 Suitability of Services**

B.4.1 All services rendered may be reviewed within a reasonable time from commencement of the Contract and time of replacement of any personnel on the basis of quality and adherence to the customer's schedule and standards. Personnel assigned must be capable of performing the Contract at a level of competence deemed acceptable by the Project Authority.

B.4.2 The Contractor is to monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to the satisfaction of the Project Authority. The Contractor representative will meet with the Project Authority on a regular basis (as a minimum once a month) to discuss the performance of its resources and to resolve any issues at hand.

B.4.3 Should personnel be found unsuitable to perform the services, and upon written advice from Canada through the Contracting Authority, the Contractor shall implement suitable corrective actions within five (5) working days after written notice from the Contracting Authority.

B.4.4 Should Contractor personnel or the quality of the work provided still be found unsuitable, those specific individuals will be deemed unsuitable and their service will not longer be authorized. The Contracting Authority will inform the Contractor in writing of this situation. The Contractor will have five (5) working days from receipt of the written notice of a personnel services termination to provide a suitable qualified replacement.

B.4.5 Any costs associated with such corrective actions and replacement shall be to the Contractor's own account.

**B.5 Personnel Qualification and Backup**

B.5.1 In addition to DSS-MAS 9601 General Conditions – Long Form, Article 9 “Replacement of personnel”,

1. Once awarded a Contract pursuant to a SA, the Contractor must offer the services of the individual(s) proposed in its proposal (unless for reasons outside of its reasonable control). Availability of such individual(s) shall be consistent with the estimated level of effort stated in the contract. Failure to do so may constitute default.

2. If, at any time during the contracted period of service, the Contractor is unable to provide the specific individual(s) originally proposed for reasons outside of its

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reasonable control, the Contractor must propose new personnel. Relocation of the individual(s) to other reasonable activities of the Contractor will be not considered as "reasons outside of its reasonable control". The replacement proposed must achieve a total weighted candidate score equal or superior to the resource being replaced.

3. The Contractor undertakes to provide competent backup personnel in the event of any cause which renders specific individuals unavailable to perform the assignments for which service was called, so that:

a) a suitable replacement will be proposed within a maximum response time of forty eight (48) hours and the individual taskings or responsibilities will be covered within a maximum response time of five working days; and

b) such occurrence 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.

4. 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 meet all 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.

5. Replacement personnel shall not commence providing contracted services until the Contracting Authority and the Project Authority have evaluated the necessary documents and the Contracting Authority has provided the Contractor with written authority to proceed. Canada shall have no obligation to pay for services and related deliverables provided by Contractor personnel who have not previously been approved in writing by Contracting Authority.

6. Under no circumstances are services and related deliverables to be provided by any Contractor personnel who are not qualified in accordance with the pertinent SA RFP, SOW and this Contract.

7. Failure of the Contractor to provide suitable replacement in the required time frame may result in the Contractor being in default and the services being terminated for default to Section 26 (Default by the Contractor) of DSS-MAS 9601 General Conditions - Long Form.



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## **B.6 Contractor Supplied**

- B.6.1** The Contractor shall furnish the following at no additional cost to the Contract:
- Contract-related services that are administrative and management functions necessary to support the Contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with Canada. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, Contract proposal preparation, obtaining security clearances, contracting, and clerical support.
  - Office and working space for Contract-related services.
  - Office equipment and expenses necessary to perform Contract-related services including: IT and network operations, hardware, software, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of the work.

## **B.7 Work permits and licenses**

- B.7.1** 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.7.2** The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.

## **B.8 Non-permanent resident**

Non-Permanent Resident (Canadian Contractor)

- B.8.1** 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.
- B.8.2** In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of the Department of Human Resources and Skills Development (HRSD). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made.
- B.8.3** The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

## Non-Permanent Resident (Foreign Contractor)

B.8.4 The Contractor shall 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.8.5 The Contractor shall 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.

B.8.6 The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

## **B.9 Canada Facilities, Equipment, Documentation & Personnel**

B.9.1 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.9.2 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.9.3 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.10 Privacy**

B.10.1 The Privacy Act applies to all personal information recorded in any form by the Contractor in connection with any services rendered pursuant to this Contract.

## **B.11 Information Storage and Retrieval**

B.11.1 All information storage and retrieval disks and tapes are to be electronically scanned by the Contractor for computer viruses and other coding intended to cause malfunctions, prior to being used on Crown equipment.

B.11.2 The Contractor or Contractor's personnel shall immediately inform the Project Authority or Project Authority designate, if disks or tapes used for work on this requirement are found to contain computer viruses or coding intended to cause malfunctions.

B.11.3 The program used by the Contractor to scan for computer viruses shall be subject to the approval of the Project Authority or Project Authority designate.

## C. Price

### C.1 Basis of Payment

#### C.1.1 Professional Services

C1.1.1 The Contractor will be paid in accordance with the basis of payment detailed in subsection C.4 "Basis of Payment" of Annex "A."

#### C.1.2 Travel and Living Expenses

C1.2.1 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](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.

C1.2.2 All payments 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 shall 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 shall be 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.

C2.2 No overtime charges will be authorized under this Contract. All time worked shall be compensated according to para. C1.3 above.

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

C.3.1 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 herein and will be paid by Canada.

C.3.2 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**

C.4.1 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 non-resident 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.

**C.5 Time Verification**

C5.1 Time charged and the accuracy of the Contractor's time recording system may be verified by Canada's representatives before or after payment is made to the Contractor under the terms and conditions of the Contract.

C5.2 If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

**C.6 [Repealed]****C.7 Audit**

C7.1 All costs and charges to any Contracts may be verified by Canada before or after payment is made to the Contractor under the terms and conditions of the Contract.

C7.2 The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, is subject to government audit.

C7.3 Any payments made pending completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it shall be refunded promptly to Canada. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be performed.

## C.8 Bases of Payment

### C.8.1 Limitation of Expenditure

C.8.1.1 Canada's total liability under this Contract shall not exceed \$(*To be determined prior to contract award*), GST or HST extra (as appropriate).

C.8.1.2 No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work.

C.8.1.3 The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

C.8.1.4 The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

- It is 75 percent committed, or
  - Four (4) months prior to the Contract expiry date, or
  - If the Contractor considers the funds provided are inadequate for the completion of the work,
- whichever comes first.

C.8.1.5 In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contract Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

C.8.1.6 Authority by the Project Authority to carry out work is not to be construed as authority to proceed with work which will result in exceeding the financial limitation of this Contract.

### C.8.2 Firm Price

C.8.2.1 In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor will be paid a firm price of \$(to be determined prior to contract award), GST or HST extra (as appropriate).

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work.

C8.2.2 The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority.

C9. Pricing Review

Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to validate the rates and other charges proposed.

**D. Delivery, Inspection and Acceptance**

**D.1. Inspections and acceptance**

D.1.1 All work done and documents or data delivered under this Contract, shall be evaluated by the Project Authority to determine whether or not it meets the requirements defined in the Contract.

D1.2 If the Project Authority rejects the deliverable, he or she must submit a written response outlining the basis of rejection to the Contractor and the Contractor shall correct the deficiency at its expense and re-submit it within five (5) working days.

D1.3 Upon the acceptance of the deliverables by the Project Authority, such certification will be the basis upon which the Project Authority will recommend payment.

**D.2 Quality Assurance (QA) at Source**

D.2.1 As a minimum QA requirement, the Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services and related deliverables conform to the specifications and requirements of this Contract.

**D.3 Failure to deliver**

D.3.1 The time of delivery specified in this Contract, or in the taskings issued under this Contract, is an essential part of the Contract.

D.3.2 Except for excusable delays notified in accordance with Section 12 of DSS-MAS 9601, failure to deliver by the date(s) specified in the Contract will cause loss and damage to Canada and will, at Canada's discretion, entail either:

- a) Contract Termination in accordance with General Conditions DSS-MAS 9601 Section 11 (Time of the Essence) and Section 26 (Default by the Contractor), with damages being payable to Canada (subsection 26 (3)), including but not limited to any excess cost incurred by Canada for procurement of undelivered services and related deliverables;
- b) Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor which may include but

not be limited to an adjustment, in the favor of Canada, to the contracted price, warranty, quantity or services and related deliverables to be provided.

D.3.3 Either of the above mentioned remedies applied may be recorded against the Contractor's performance. Unsatisfactory performance may result in the exclusion of the Contractor from bidding on future taskings for a specified period or withdrawal by Canada of the Contractor's SA.

#### D.4 Supply Arrangement Reporting

The Offeror/Supplier must compile and maintain records on its provision services to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases ordered or paid for, including ones made by a Government of Canada Acquisition Card. The data must be aggregated and submitted periodically 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)					

Periods are defined as follows:

- 1st period: July 1 - Sept. 30;
- 2nd period: Oct. 1 - Dec. 31;
- 3rd period : Jan. 1 - Mar. 31;

The reporting cut-off date for each period is the last Friday of the third calendar month of the period. Goods, services or both provided in the period after that day must be included in the next period's report. Electronic reports must be completed and forwarded to the ISS SA Authority at [ISS.SAAuthority@pwgsc.gc.ca](mailto:ISS.SAAuthority@pwgsc.gc.ca) contracting

authority by the fifth working day following the official cut-off date for the period 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.

## **E. Industrial Security**

E.1 Contractor's personnel requiring access to sensitive information or assets must hold a valid, appropriate level of personnel security screening in accordance with the security requirements of the Contract. Work facilities will be provided as necessary and available by the Project Authority.

**Note: The following clause will be used when a Security Requirement other than those described in the generic SRCLs (See Annex "D" to Part 2) applies.**

E.2 The Contractor shall comply entirely with the following Security Requirement Checklist: *(to be indicated at time of Contract award, if applicable).*

**Note: The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-A applies (See Annex "D" to Part 2).**

E.2 The Contractor shall, 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.

E.3 Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid ENHANCED RELIABILITY screening, granted or approved by CIISD.

E.4 The Contractor shall 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

**Note: The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-B applies (See Annex "D" to Part 2).**



- E.2 The Contractor shall, 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.
- E.3 Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid ENHANCED RELIABILITY screening, granted or approved by CIISD.
- E.4 The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site(s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction.
- E.5 The Contractor shall 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)

***Note: The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-C applies (See Annex "D" to Part 2).***

- E.2 The Contractor shall, 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.
- E.3 Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites shall EACH hold a valid ENHANCED RELIABILITY screening, granted or approved by CIISD.
- E.4 The Contractor SHALL 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.
- E.5 The Contractor shall 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)

***Note: The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-D applies (See Annex "D" to Part 2).***

- E.2 The Contractor shall, 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.
- E.3 Contractor personnel who require access to CLASSIFIED information/assets or sensitive work sites shall EACH hold a valid personnel security screening at the requisite level of ENHANCED RELIABILITY or CONFIDENTIAL or SECRET granted or approved by CIISD.
- E.4 The Contractor SHALL NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction.
- E.5 The Contractor shall 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)

***Note: The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-E applies (See Annex "D" to Part 2).***

- E.2 The Contractor shall, 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.
- E.3 Contractor personnel who require access to CLASSIFIED information/assets or sensitive work sites shall EACH hold a valid personnel security screening at the requisite level of ENHANCED RELIABILITY or CONFIDENTIAL or SECRET granted or approved by CIISD.
- E.4 The Contractor SHALL 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.
- E.5 The Contractor shall 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)

## **F. Terms of payment**

### **F.1 Method of Payment**

F.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.

#### F.1.2 Firm or Ceiling Amount Upon completion of the Work

F.1.2.1 Payment by Canada for the Work shall be made within:

- 1) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Contractor under the terms of the Contract has been completed;
- or
- 2) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever is later.

F.1.2.2 If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which 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 paragraph F.1.2.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts

#### F.1.3 Progress Payments

F.1.3.1 Payments shall be made not more frequently than once a month, upon submission of an invoice to the satisfaction and acceptability of the Project Authority specified herein.

F.1.3.2 Payments will be made up to ninety five percent (95%) of the claimed amounts approved by the Minister but in no event will cumulative payments exceed ninety five percent (95%) of the Contract value.

F.1.3.3 Payment by Canada for the work shall be made in accordance with the Basis of Payment specified herein:

- 1) 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 invoice;
- 2) In the case of a final payment, within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which the Work is completed;

whichever is later.

F.1.3.4 If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which 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 paragraph F.1.3.2 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

F1.3.5 Progress payments shall be regarded as interim payments only and the Minister shall 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 payments resulting from such progress payments or otherwise shall be promptly refunded to Her Majesty.

#### F.1.4 Milestone Payments

F.1.4.1 Milestone payments shall be made more in accordance with the schedule detailed in the approved Contract, upon the following terms and conditions:

- 1) an invoice is submitted to Canada in accordance with the instructions specified herein;
- 2) all the work required for the milestone claimed has been received and accepted by the Project Authority.

A. Payment by Canada to the Contractor for the Work shall be made:

- 1) 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 invoice.
- 2) In the case of a final payment, within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which the Work is completed.

whichever is the later.

- B. If Canada has any objection to the form of the invoice, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which 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 subsections F.1.4.1.a) of the clause to apply for the sole purpose of calculating interest on overdue accounts.

## F.2 Invoicing Instructions

### F.2.1 Upon completion of the work

F.2.1.1 Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

F.2.1.2 Invoices must be submitted on the Contractor's own form and must be prepared to show:

- A. Company name, address, etc.
- B. "Destination" (Client's address);
- C. The date;
- D. Contract serial number;
- E. Financial codes, including GST or HST (as applicable) registration number;
- F. Period in which services were rendered;
- G. Individual(s) who provided service and related information, such as:
  - 1. Name;
  - 2. Occupational Category;
  - 3. Number of days worked;
  - 4. Applicable per diem rate; and
  - 5. Total dollar amount being charged;
- H. Authorized travel and living expenses (including substantiating documentation and receipts);
- I. Description of work performed.

Note: On all invoices a cost breakdown shall be shown.

F.2.1.3 The original of each invoice, together with attachments, shall be forwarded to the Project Authority and one (1) additional copy shall be forwarded to the Contracting Authority. Upon certification by both the Project Authority and the Contracting Authority, the documents will be forwarded to the Project Manager's paying office for all remaining certifications and payment action.

### F.2.2 Progress Payments

F.2.2.1 Contractors shall not claim progress payments more frequently than once per month.

F.2.2.2 Progress payments will only be made upon receipt of satisfactory progress claim forms as indicated herein.

F.2.2.3 The original of each invoice together with attachments, shall be forwarded to the Project Authority and one (1) additional copy shall be forwarded to the Contracting Authority. Upon certification by both the Project Authority and the Contracting Authority, the documents will be forwarded to the Project Manager's paying office for all remaining certifications and payment action.

F2.2.4 Progress Claims shall not be submitted by the Contractor until all work identified in the Progress Claim has been completed. Progress Claims must be submitted on the PWGSC Form 1111 and must be prepared to show:

1. Company name, address, etc.
2. "Destination" (Client's address);
3. The date;
4. Contract serial number;
5. Financial codes, including GST or HST (as applicable) registration number;
6. Period in which services were rendered;
7. Individual(s) who provided service and related information, such as:
  1. Name;
  2. Occupational Category;
  3. Number of days worked; and
  4. Applicable per diem rate.
8. Authorized travel and living expenses (including substantiating documentation and receipts);
9. Total dollar amount ;
10. Holdback at five (5%) percent, calculated on the amount in i) (payable upon completion and acceptance of each Contract);
11. Total dollar amount of all previous claims against the Contract and the extensions of the total to date; and
12. Description of work performed.

Note: On all Progress Claims a cost breakdown shall be shown.

F.2.2.5 Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as appropriate, is to be calculated and paid on the entire amount of the claim before the 5% holdback is applied. At the time that the holdback is released, there will be no GST or HST payable, as it was included in the previous payments.

### F2.3 Milestone Payments

F2.3.1 Milestone payments will only be made upon receipt of satisfactory invoice specified under this Contract.

F2.3.2 The original of each invoice together with attachments, shall be forwarded to the Project Authority and one (1) additional copy shall be forwarded to the Contracting Authority. Upon certification by both the Project Authority and the Contracting Authority, the documents will be forwarded to the Project Manager's paying office for all remaining certifications and payment action.

F2.3.3 Invoices shall not be submitted by the Contractor until all work identified in the invoice has been completed.

F2.3.4 Invoices must be prepared to show:

1. Company name, address, etc.
2. "Destination" (Client's address);
3. The date;
4. Contract serial number;
5. Financial codes, including GST or HST (as applicable) registration number;
6. Period in which services were rendered;
7. Individual(s) who provided service and related information, such as:
  - a) Name;
  - b) Occupational Category;
  - c) Number of days worked; and
  - d) Applicable per diem rate.
8. Authorized travel and living expenses (including substantiating documentation and receipts);
9. The value of milestones completed during the claim period by line item as detailed in the payment terms of the Contract;
10. Amount currently claimed;
11. Total dollar amount of all previous claims against the Contract and the extensions of the total to date; and
12. Description of work performed.

## **G. Termination of Contracts**

G.1 The Contracting Authority may terminate all or any part of an authorized Contract due to the default of the Contractor at any time upon five (5) days' written Notice to the Contractor.

G.2 In the event of such termination, the Contractor and Canada agree that the rights and obligations of the Contractor and Canada shall be governed by the provisions of Section 26 (Default by the Contractor) of DSS-MAS 9601.

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## **H. International Sanctions**

- H.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.
- H.2 Details on existing sanctions can be found at:  
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>
- H.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.
- H.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 shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

## **I. Canadian Content**

### **I.1 CANADIAN CONTENT DEFINITION**

- I.1.1. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement Rules of Origin (see Supply Manual, Annex 5.5):  
<http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter05-e.html#annex5.5>.

For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, only the products of MERIT/CIRCLE firms or companies in Priority Group 1 prior to April 1992 are considered Canadian (see paragraph 7.(a)).

- I.1.2. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
- I.1.3. Variety of goods: When requirements consist of more than one good:



- (a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
- (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- I.1.4. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by personnel based in Canada.
- I.1.5. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
- I.1.6. Annex 7.8 of the Supply Manual (<http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter07-e.html#annex7.8>) shows how Canadian content is determined for a mix of goods, a mix of services or a mix of goods and services.
- I.1.7. Other Canadian goods and services:
- (a) CIRCLE Canada and MERIT Partnership Program: For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
- (i) MERIT Partner under the MERIT Partnership Program (<http://strategis.ic.gc.ca/epic/internet/inict-tic.nsf/en/it04598e.html>) (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
  - (ii) Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
  - (iii) CIRCLE Canada (<http://strategis.ic.gc.ca/epic/internet/inict-tic.nsf/en/it04597e.html>) companies as agreed on by IC and PWGSC.
- (b) Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Logistics, Electrical, Fuel and Transportation Directorate.

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**I.2 Canadian Content Certification**

- I.2.1 The Contractor represents and warrants that the certification of Canadian Content submitted with its bid is accurate and complete, and that the goods and services to be provided to Canada pursuant to this Contract will be in accordance with the said certification. 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.
- I.2.2 The Contractor acknowledges that in the event of a breach of such covenant, the Minister shall have the right to treat the Contract as being in default in accordance with the default provisions of the Contract.
- I.2.3 The Contractor shall keep proper records and documentation relating to the origin of the goods and services provided to Canada. The Contractor shall not, without the prior written consent of the Minister, dispose of any such records or documentation until the expiration of six (6) years after final payment under this Contract, or until settlement of all outstanding claims and disputes, whichever is later. All such records and documentation shall 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 shall provide all facilities for such audits, inspections and examinations, and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such records and documentation.
- I.2.4 Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

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

- J.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.
- J.2 The Contractor acknowledges that in the event of a breach of this covenant, the Minister shall have the right to treat the Contract as being in default in accordance with the default provisions of the Contract.
- J.3 The Contractor shall keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor shall not, without the prior written consent of the Minister, dispose of any such records or documentation supporting the

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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 shall 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 shall provide all facilities for such audits, inspections and examinations, and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such records and documentation.

- J.4 Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

## **K. 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 shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

**ANNEX "A"**  
**CONTRACTING PROCESS UNDER THE**  
**SUPPLY ARRANGEMENTS - STAGE 2**

**A. General**

A.1 A Contract specifies work to be accomplished by the SA Holder to satisfy a specific requirement and establishes a time frame and price for accomplishing the work. The Contract issued against the SAs defines the performance of a specified unit of work in a definable service.

A.2 Contracts issued against the SAs will be prepared either by the PWGSC Contracting Authority or directly by an authorized client in accordance with the processes set out herein. The term "Contracting Authority (CA)" in this Annex therefore refers to either the PWGSC Contracting Authority or the authorized client's Contracting Authority.

**B. Authority to Raise Contracts Against the Supply Arrangements**

B.1 Under this SA, authorized clients will be allowed to issue contracts not exceeding an initial limit to be indicated, in writing, to all SA Holders by the PWGSC SA Authority.

B.2 PWGSC may increase this limit in the future; all SA Holders will be informed of this change in writing by the PWGSC SA Authority.

B.3 All Contracting Authorities shall follow all terms and conditions and processes defined in this Supply Arrangement.

B.4 A copy of each contract issued directly by an authorized client must be forwarded by the contractor to the PWGSC SA Authority.

**C. Request for Proposal**

C.1 Competition will be the norm for most requirements. In this case, a Request for Proposal ("RFP") will be issued following a Client Department need for services under an occupational category, for a specific requirement.

**D. Unique occupational category**

D.1 In some circumstances, Client Departments may have a service requirement that falls under one of the three streams of services but for which none of the generic occupational categories are applicable.

D.2 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.

D.3 All SA Holders qualified under the service stream related to this unique occupational category will be considered as qualified for that occupational category and may be invited to submit a proposal for that requirement.

D.4 No maximum per diem rates shall apply to that unique occupational category.

**E. Suspension of the maximum per diem rates**

E.1 Canada reserves the right to suspend the maximum per diem rates of one or many occupational categories under a specific RFP should it consider that these maximum per diem rates established in the SAs will unduly limit the industry's ability to submit proposals.

E.2 The RFP shall clearly indicate the occupational category (ies) for which the maximum per diem rates are suspended.

E.3 The decision to suspend the maximum per diem rates and the selection of the affected occupational category (ies) shall be at Canada discretion only.

E.4 This provision shall be used only in exceptional situations.

**F. Potential bidders under a RFP stating the required occupational category (ies).**

F.1 For RFP stipulating the required occupational categories, all SA Holders qualified technically and financially for the required group of occupational categories will be considered as potential bidders.

F.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 considered a potential bidder 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 considered a potential bidder 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 considered a potential bidder for the financial analyst, project manager and courseware developer occupational categories but not for the instructor occupational category.*

## **G. Potential bidders under a RFP not stating the required occupational category (ies).**

G.1 For RFP not stipulating the required occupational categories, all SA Holders qualified technically for the required group of service streams will be considered as potential bidders.

G.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 technically 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 considered a potential bidder 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 considered a potential bidder 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).*

## **H. Sourcing level under the General SA**

H.1 Under the SA, requirements can be either directed or competed.

## H.2 Directed Requirements.

H.2.1 Competitive procurement will be the norm for most requirements. For requirements estimated at less than \$25,000.00, (including GST/HST) directed requirements may be considered or the Contracting Authority may invite a limited number of bidders.

## H.3 Competed Requirements

H.3. 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).

H.3.1.1 Each requirement competed under the SA with an estimated value of \$25,000 or more will be subject to the Canadian Content Policy. Competition of these requirements will be either solely limited to bids offering Canadian services or conditionally limited to bids offering Canadian services, as determined by the Contracting Officers in accordance with the Canadian Content Policy.

## I. **Sourcing level under the Aboriginal SA (This subsection does not apply to the General SA)**

I.1 Under the SA, requirements can be either directed or competed.

### I.2 Directed Requirements.

I.2.1 Competitive procurement will be the norm for most requirements. For requirements estimated at less than \$25,000.00, (including GST/HST) directed requirements may be considered or the Contracting Authority may invite a limited number of bidders.

### I.3 Competed Requirements

I.3.1 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).

I.3.2 Each requirement competed under the Aboriginal SA with an estimated value of \$25,000 or more will be subject to the Canadian Content Policy. Competition of these requirements will be either solely limited to bids offering Canadian services or conditionally limited to bids offering Canadian services, as determined by the Contracting Officers in accordance with the Canadian Content Policy.

## J. **Issuance of the RFP.**

J.1 The RFP will be sent (electronically or by facsimile) or made available through an Internet site <http://www.pwngsc.gc.ca/sipss/pspd/iss/index-e.html> developed by Canada to all potential bidders invited to submit a proposal.

J.2 If the RFPs are made available through an Internet site, it is the sole responsibility of all SA Holders to investigate on a regular basis procurement opportunities available to them.

### **K. Bidding period**

K.1 As a minimum, each competed RFP shall 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): **15 calendar days or less, depending on the nature and urgency of the requirement**
- 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): **20 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): **25 calendar days**

K.2 The above time limits for bidding may be modified depending on the urgency and complexity of the requirement.

### **L. Proposal submitted in response to a RFP**

L.1 Potential bidders invited to submit a proposal shall do so at the location and by the date and time indicated in the RFP.

L.2 The bidders' proposal is not intended to duplicate the SOW, but rather to offer a description of when, where and how the bidder proposes to satisfy the requirement, along with the proposed prices for doing so.

L.3 Failure of a proposal to provide information in sufficient detail and depth to permit evaluation against criteria will render an offer(s) non-compliant. An incomplete proposal will be considered NON-COMPLIANT.

L.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.

**M. Evaluation of proposals (required for competed requirements)**

M.1 The proposal shall be evaluated consistent with the evaluation factors identified in the RFP.

M.2 For solicitations resulting in only one responsive Bidder, the Contracting Authority may enter into negotiation with the Bidder in order to obtain fair value for Canada and subsequently recommend award of a Contract.

M.3 The winning Bidder may be required to provide to Canada any or all of the following supporting documentation:

1. price support in accordance with Clause C0009T of the SACC Manual;
2. price certification in accordance with Clauses C0003T or C0004T of the SACC manual (at the choice of Canada); and
3. rate certification in accordance with Clause C0600T or C0601T of the SACC manual (at the choice of Canada).

**N. Contract Award**

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

N.2 The Contracting Authority shall award any resulting Contract in accordance with Section II of the SA (Resulting Contract Clauses, Terms and Conditions for Stage 2 of the Procurement Process) of the SA, and incorporate the statement of work and the final proposal by reference.

N.3 The Contract authorizes the SA Holder to proceed based upon the agreed technical requirements, milestone and deliverable schedule, including start and end dates for each milestone or deliverable.

N.4 The SA Holder shall 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 shall not be liable for payment therefor, unless or until a Contract is provided by the Contracting Authority.

**O. Debriefs (required for competed requirements)**

O.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.

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- O.2 If a bidder has questions as to why their proposal was not selected, the bidder may direct written or verbal questions to the Contracting Authority. The Contracting Authority shall debrief the bidder as to why it was not selected.
- O.3 The debriefing should be provided within a reasonable period of time after award.
- P. Contract Amendments**
- P.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.
- P.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.

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/D

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

E60BQ-01ISSA

Amd. No. - N° de la modif.

File No. - N° du dossier

009stE60BQ-01ISSA

Buyer ID - Id de l'acheteur

009st

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX “B” SERVICE STREAMS AND OCCUPATIONAL CATEGORIES**

**Please refer to the electronic file “Service Streams and Occupational Categories.pdf”  
provided on the ISSA Refresh Website**

([http://www.pwgsc.gc.ca/sipss/pspd/iss/stream\\_cats-e.html](http://www.pwgsc.gc.ca/sipss/pspd/iss/stream_cats-e.html))

**ANNEX “C”  
CERTIFICATIONS TO BE INCLUDED  
AND 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**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 fulfilment of this requirement.
- B.2 If the Bidder has proposed any person in fulfilment 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 fulfilment 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**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: \$ _____	

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**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 non-compliance 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 non-compliance 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 cancelled 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 non-compliance, 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**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, co-operative, 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 non-compliance 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/D

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

E60BQ-01ISSA

Amd. No. - N° de la modif.

File No. - N° du dossier

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## ANNEX "D"

### 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 <b>HRDC</b>	2. Branch/Directorate Direction/Direction générale <b>FAS/Materiel Management</b>	3. Contract number / No. du contrat <b>E60BQ-01ISSA-A</b>
4. Description of contract / Description du contrat <b>Various service requirements procured under the HRDC (HQ) ISS SA</b>		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? <b>No</b>		
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. <b>No</b>		
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) <b>No</b>		
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) <b>No</b>		
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? <b>No</b>		
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? <b>Yes</b>		
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. <b>N/A</b> <b>Designated / Désigné</b> PROTECTED - [ ] A, [ ] B, [ ] C <b>Classified / Classifié</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET [ ] NATO CONFIDENTIAL, [ ] NATO SECRET, [ ] TOP SECRET		
12. Screening level required. Niveau de classification de sécurité exigé <b>Reliability check</b> [ ] 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		

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Designation / Classification <b>UNCLASSIFIED</b>	Contract Number / Numéro du contrat <b>E60BQ-01ISSA-A</b>
<b>SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)</b>	
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	
<b>DOCUMENTS / DOCUMENTS</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>EQUIPMENT / EQUIPEMENT</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>EDP MEDIA / SUPPORT DE TED</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <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	
<b>PRODUCTION / PRODUCTION</b>	
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 of 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	
<b>EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED</b>	
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	
<b>SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE</b>	
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	
<b>NOTE / NOTA</b>	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
Designation / Classification <b>UNCLASSIFIED</b>	

Solicitation No. - N° de l'invitation

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

<b>CONTRACT INFORMATION / INFORMATION CONTRACTUELLE</b>		
1. Origination department Ministère éditeur <b>HRDC</b>	2. Branch/Directorate Direction/Direction générale <b>FAS/Materiel Management</b>	3. Contract number / No. du contrat <b>E60BQ-01ISSA-B</b>
4. Description of contract / Description du contrat <b>Various service requirements procured under the HRDC (HQ) ISS SA</b>		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? <b>No</b>		
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. <b>No</b>		
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) <b>No</b>		
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) <b>No</b>		
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? <b>No</b>		
<b>PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)</b>		
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? <b>Yes</b>		
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. <b>Designated / Désigné</b> PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [ ] C <b>Classified / Classifié</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET [ ] NATO CONFIDENTIAL, [ ] NATO SECRET, [ ] TOP SECRET		
12. Screening level required. Niveau de classification de sécurité exigé <b>Reliability check</b> [ ] 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 <b>UNCLASSIFIED</b>		

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

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Designation / Classification <b>UNCLASSIFIED</b>	Contract Number / Numéro du contrat <b>E60BQ-01ISSA-B</b>
<b>SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)</b>	
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	
<b>DOCUMENTS / DOCUMENTS</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>EQUIPMENT / EQUIPEMENT</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>EDP MEDIA / SUPPORT DE TED</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <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	
<b>PRODUCTION / PRODUCTION</b>	
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 of 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	
<b>EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED</b>	
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	
<b>SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE</b>	
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	
<b>NOTE / NOTA</b>	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
Designation / Classification <b>UNCLASSIFIED</b>	

Solicitation No. - N° de l'invitation

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

E60BQ-01ISSA

Designation / Classification  
UNCLASSIFIED

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

<b>CONTRACT INFORMATION / INFORMATION CONTRACTUELLE</b>		
1. Origination department Ministère éditeur <b>HRDC</b>	2. Branch/Directorate Direction/Direction générale <b>FAS/Materiel Management</b>	3. Contract number / No. du contrat <b>E60BQ-01ISSA-C</b>
4. Description of contract / Description du contrat <b>Various service requirements procured under the HRDC (HQ) ISS SA</b>		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? <b>No</b>		
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. <b>No</b>		
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) <b>No</b>		
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) <b>No</b>		
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<b>PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)</b>		
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? <b>Yes</b>		
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. <b>Designated / Désigné</b> PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [ ] C <b>Classified / Classifié</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET [ ] NATO CONFIDENTIAL, [ ] NATO SECRET, [ ] TOP SECRET		
12. Screening level required. Niveau de classification de sécurité exigé <b>Reliability check</b> [ ] 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:		
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009stE60BQ-01ISSA

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009st

CCC No./N° CCC - FMS No/ N° VME

Designation / Classification <b>UNCLASSIFIED</b>	Contract Number / Numéro du contrat <b>E60BQ-01ISSA-C</b>
<b>SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)</b>	
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	
<b>DOCUMENTS / DOCUMENTS</b>	
<b>Designated</b> PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [ ] C	
<b>Classified</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET	
<b>NATO</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET	
<b>EQUIPMENT / EQUIPEMENT</b>	
<b>Designated</b> PROTECTED - [ ] A, [ ] B, [ ] C	
<b>Classified</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET	
<b>NATO</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET	
<b>EDP MEDIA / SUPPORT DE TED</b>	
<b>Designated</b> PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [ ] C	
<b>Classified</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET	
<b>NATO</b> [ ] CONFIDENTIAL, [ ] SECRET, [ ] TOP SECRET	
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<b>PRODUCTION / PRODUCTION</b>	
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	
<b>EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED</b>	
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, Protected B	
<b>SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE</b>	
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	
<b>NOTE / NOTA</b>	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
Designation / Classification <b>UNCLASSIFIED</b>	

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

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1. Origination department Ministère éditeur <b>HRDC</b>	2. Branch/Directorate Direction/Direction générale <b>FAS/Materiel Management</b>	3. Contract number / No. du contrat <b>E60BQ-01ISSA-D</b>
4. Description of contract / Description du contrat <b>Various service requirements procured under the HRDC (HQ) ISS SA</b>		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? <b>No</b>		
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. <b>No</b>		
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) <b>No</b>		
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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? <b>No</b>		
<b>PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)</b>		
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<b>SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)</b>	
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	
<b>DOCUMENTS / DOCUMENTS</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>EQUIPMENT / EQUIPEMENT</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
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<b>EDP MEDIA / SUPPORT DE TED</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
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<b>NOTE / NOTA</b>	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
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5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? <b>No</b>		
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<b>PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)</b>		
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Designation / Classification <b>UNCLASSIFIED</b>	Contract Number / Numéro du contrat <b>E60BQ-01ISSA-E</b>
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<b>DOCUMENTS / DOCUMENTS</b>	
<b>Designated</b> PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input checked="" type="checkbox"/> CONFIDENTIAL, <input checked="" type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>EQUIPMENT / EQUIPEMENT</b>	
<b>Designated</b> PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>EDP MEDIA / SUPPORT DE TED</b>	
<b>Designated</b> PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, <input type="checkbox"/> C	
<b>Classified</b> <input checked="" type="checkbox"/> CONFIDENTIAL, <input checked="" type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
<b>NATO</b> <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
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<b>SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE</b>	
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<b>NOTE / NOTA</b>	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
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## ANNEX “E”

### 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 co-operative
- 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 non-compliance 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
- enrolment 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 licence, 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

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

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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Annexes “F”, “G” and “H,” provided under sperate cover, form part of this document.