

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Training and Specialized Services Division/Division de la  
formation et des services spécialisés  
11 Laurier St. / 11, rue Laurier  
10C1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Fairness Monitoring Services	
<b>Solicitation No. - N° de l'invitation</b> EP737-122873/B	<b>Date</b> 2012-10-19
<b>Client Reference No. - N° de référence du client</b> 20122873	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$ZH-113-25016
<b>File No. - N° de dossier</b> 113zh.EP737-122873	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-12-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reynolds(zh), Diane	<b>Buyer Id - Id de l'acheteur</b> 113zh
<b>Telephone No. - N° de téléphone</b> (819)956-1141 ( )	<b>FAX No. - N° de FAX</b> (819)956-9235
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein  Voir aux présentes	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Solicitation No. - N° de l'invitation

EP737-122873/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

113zh

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

20122873

File No. - N° du dossier

113zhEP737-122873

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Security and Insurance Requirements: includes specific requirements that must be addressed by offerors; and   |
| Part 7 | <p>7A, Standing Offer, and 7B, Resulting Contract Clauses:</p> <p>7A, includes the Standing Offer (SO) containing the offer from the Offeror and the applicable clauses and conditions;</p> <p>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the SO.</p> |

The Attachments include the Pricing Schedule and Technical Criteria.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Checklist and Insurance Requirements.

### 2. Summary

Public Works and Government Services Canada (PWGSC) requires the services of Fairness Monitors (FM) to observe all or part of departmental activities in order to provide independent assurance to the department, its clients, industry, Parliament and Canadians that these activities are conducted with integrity, accountability, and in a fair, open and transparent manner. The services of independent third-party fairness monitors allow PWGSC to protect the interests of its clients and Canadians by identifying and resolving fairness issues in real time, thus averting fairness deficiencies and avoiding possible costly after-the-fact resolutions. This solicitation will establish a SO for processing call-ups related to Fairness Monitoring Services.

The RFSO is intended to result in the issuance of up to a maximum of five National Individual Standing Offers (NISO). A NISO is a SO generally issued for the use of a single client.

The period for making call-ups against the SO is from date of issuance for one year with an irrevocable option to extend the term of the SO by up to three additional one-year periods. Individual Call-ups may require that the Services be performed in one or both of Canada's official languages.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html>).

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

This requirement is covered under the North American Free Trade Agreement (NAFTA) and Agreement on Internal Trade (AIT).

### **3. Security Requirement**

There is a security requirement associated with the requirement of the SO. For additional information, see Part 6 - Security and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

### **4. Debriefings**

After issuance of a SO, offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the SO Authority within 15 working days of receipt of the results of the RFSO process. The debriefing may be in writing, by telephone or in person at the sole discretion of the SO Authority.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSO by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the SO and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a SO.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this RFSO and any call-ups made against the SO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: 180 calendar days

### 2. Submission of Offers

Offers must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Due to the nature of the RFSO, transmission of offers by facsimile to PWGSC will not be accepted.

## 2.1 Submission of Only One Offer from a Offeror Group

- (a) The submission of more than one offer from members of the same Offeror group is not permitted in response to this RFSO. If the members of a Offeror group participate in more than one offer Canada will set aside all the offers.
- (b) For the purposes of this article, "Offeror group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this RFSO if:

they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;

the entities have now or in the two years before RFSO closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

## 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the SO Authority no later than seven calendar days before the RFSO closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 4. Applicable Laws

The SO and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies)  
Section II: Financial Offer (2 hard copies)  
Section III: Certifications (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Part 4, Evaluation Procedures, contains additional instructions that offerors should consider when preparing their technical offer.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

##### 1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

#### 1.2 Financial Evaluation

The median price range will be determined as follows:

**Step 1** Each offer will have a "total evaluated price". The total evaluated price will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

**Step 2** Based on Step 1, the median will be calculated using the median function in Microsoft Excel. A median is the middle offer in a set of offers whereby half of the offers are greater and half are lower. When an even number of technically responsive offers have been determined, an average of the middle two prices/rates will be used to calculate the median.

**Step 3** Based on Step 2, the 140% median price range will be calculated using the median.

**Step 4** (i) Any offer with a total evaluated price which exceeds 140% of the median price range will be declared non-responsive.  
(ii) Any offer with a total evaluated price that is less than or equal to the 140% median price range will be declared responsive.

### 2. Basis of Selection

- (a) To be declared responsive, an offer must:
  - (i) comply with all the requirements of the RFSO;
  - (ii) meet all mandatory technical criteria; and
  - (iii) be within the range of 140% of the median price, as described in the financial evaluation.

- 
- (b) Offers not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.
- (c) The evaluated price per point of a responsive offer will be determined by dividing its total evaluated price by the overall score it obtained for all the point rated technical criteria.
- (d) The responsive offers will be ranked in ascending order of evaluated prices per point; the responsive offer with the lowest evaluated price per point being ranked 1st. The first five ranked responsive offers will be recommended for issuance of a SO. If two responsive offers or more have the same evaluated price per point, the responsive offer obtaining the highest overall technical score will be ranked the highest.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a SO. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a SO) and after issuance of a SO. The SO Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a SO. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the SO Authority for additional information will also render the offer non-responsive

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the SO Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the SO Authority and meet the requirement within that time period will render the offer non-responsive.

#### 1.1 Code of Conduct Certifications

1. Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the SO Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a SO, failure to provide such a list within the required time frame will render the offer non-responsive.
2. The SO Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

#### 1.2 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a SO. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a SO.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-87-402/>). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>), S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not offer on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

### 1.3 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA)(<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act (<http://laws-lois.justice.gc.ca/eng/acts/S-24/page-2.html>), R.S., 1985, c. S-24 as it affects the FPS . It does not include pensions payable pursuant to the Canadian Forces Superannuation Act (<http://laws-lois.justice.gc.ca/eng/acts/C-17/page-1.html>), R.S., 1985, c. C-17, the Defence Services Pension Continuation Act (<http://laws.justice.gc.ca/eng/acts/D-1.3/>), 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act (<http://laws.justice.gc.ca/eng/acts/R-10.6/>), 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act (<http://laws-lois.justice.gc.ca/eng/acts/R-11/page-19.html>), R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act (<http://laws-lois.justice.gc.ca/eng/acts/M-5.01/index.html>), R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act (<http://laws-lois.justice.gc.ca/eng/acts/C-8/index.html>), R.S., 1985, c. C-8.

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

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

#### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

#### **Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## PART 6 - SECURITY AND INSURANCE REQUIREMENTS

### 1. Security Requirement

1.1 Before issuance of a SO, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a SO to allow the successful offeror to obtain the required clearance will be at the entire discretion of the SO Authority.

1.3 For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

### 2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a SO as a result of the RFSO, can be insured in accordance with the Insurance Requirements specified in Annex D

If the information is not provided in the offer, the SO Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the SO Authority and meet the requirement within that time period will render the offer non-responsive.

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**ATTACHMENT 1 to PART 3  
PRICING SCHEDULE**

- (a) The Offeror must complete this pricing schedule and include it in its financial offer.
- (b) The rates specified below, when quoted by the Offeror, includes the total estimated cost of all travel and living expenses that may need to be incurred for:
- (i) work described in Part 7, Standing Offer and Resulting Contract Clauses, of the Request for Standing Offer required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
  - (ii) any travel between the successful offeror's place of business or the proposed resource work location and the NCR;
  - (iii) work performed within 100 km of the offeror's place of business or the proposed resource work location and the work location identified in the call-up; and
  - (iv) the relocation of resources to satisfy the terms of any SO and any contract resulting from the SO. These expenses cannot be charged directly and separately from the professional fees to any SO and any contract resulting from the SO that may result from the RFSO.

See attached Excel spreadsheet.

## ATTACHMENT 1 to PART 4 TECHNICAL AND FINANCIAL CRITERIA

### 1.2 Mandatory Technical Criteria

- (a) The Technical Offer must meet the mandatory technical criteria specified in table below. The Offeror must provide the necessary documentation to support compliance.
- (b) Any Offer which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Number	Mandatory Technical Criterion (MT)	Bid Preparation Instructions
<b>MT1</b>	<p>The Offeror must have been in business for a minimum of three years as of the date of the offer submission.</p> <p>In the case of a joint venture, at least one member of the joint venture must meet the minimum three year requirement.</p> <p>MT1 will be evaluated and scored in point-rated technical criterion RT1.</p> <p>The following must be provided:</p> <p>A copy of business name registration certificate.</p> <p><b>OR</b></p> <p>A copy of provincial or territorial business corporation registration certificate.</p> <p><b>OR</b></p> <p>A copy of federal business incorporation registration certificate.</p>	



Number	Mandatory Technical Criterion (MT)	Bid Preparation Instructions
<b>MT2</b>	<p>The Offeror must demonstrate through completed<sup>1</sup> projects, which have started after December 31, 2008, that it has billed a minimum cumulative value of \$300,000 in providing opinion services<sup>2</sup> to outside clients<sup>3</sup>. In order to demonstrate experience, the Offeror must provide the following for each project:</p> <ul style="list-style-type: none"> <li>i. Time Period (Month/Year to Month/Year)</li> <li>ii. Dollar value billed</li> <li>iii. Description of Services: The Offeror must provide a detailed description and ensure that one of the following categories is specified: <ul style="list-style-type: none"> <li>▪ Accounting opinion services</li> <li>▪ Architectural opinion services</li> <li>▪ Auditing opinion services</li> <li>▪ Engineering opinion services</li> <li>▪ Fairness monitoring opinion services</li> <li>▪ Legal opinion services</li> <li>▪ Procurement opinion services</li> <li>▪ Real Property opinion services</li> </ul> </li> <li>iv. Type of industry or government sector</li> <li>v. Level of Effort (in days)</li> </ul> <p>The projects identified in MT2 will be evaluated and scored in point-rated technical criterion RT2.</p>	<p>The following information should also be provided for each project:</p> <ul style="list-style-type: none"> <li>i. Client Name</li> <li>ii. Contact Name</li> <li>iii. Telephone number of Contact</li> <li>iv. E-mail address of Contact (if available)</li> </ul>

- 1 A completed project is defined as a project where all deliverables have been submitted to the outside client.
- 2 Opinion services means services in which a formal expression of a professional opinion, to be relied upon by a third-party, in one or more of the following categories is provided: accounting, architectural, audit, engineering, fairness monitoring, legal, procurement (acquisition of goods, services, construction services), real property (leasing, property management)..
- 3 Outside client refers to a client that is external to the Offeror's own organization. Parent companies, affiliates and subsidiaries are considered internal.

## 1.2 Point Rated Technical Criteria

(a) Technical Offers which meet all the mandatory technical criteria will be evaluated and scored as specified in the table below.

(b) The Offeror should provide the necessary documentation to support compliance. Each point rated technical criterion should be addressed separately.

Number	Point Rated Technical Criterion (RT)	Bid Preparation Instructions	Weighting (Points)
<b>RT1</b>	The Offeror should demonstrate how many years it has been in the business of providing opinion services <sup>2</sup> to outside clients <sup>3</sup> .	In order to score points, the following information should be provided:  The period (month/year to month/year) the Offeror has been providing opinion services <sup>2</sup> to outside clients <sup>3</sup> .	100 points = More than 15 years  80 points = More than 10 years up to and including 15 years  60 points = More than 6 years up to and including 10 years  40 points = More than 4 years up to and including 6 years  20 points = More than 3 years up to and including 4 years
<b>RT2</b>	For each project submitted in MT2, the Offeror should demonstrate that it has provided opinion services <sup>2</sup> to outside clients <sup>3</sup> (see RT2.1 to RT2.4).		
<b>RT2.1</b>	Cumulative dollar value billed.		150 points = More than \$500,001  100 points = From \$400,001 up to and including \$500,000  50 points = From \$300,001 up to and including \$400,000  The score for RT2.1 will be determined by totaling the dollar value billed of the accepted projects in MT2.

Number	Point Rated Technical Criterion (RT)	Bid Preparation Instructions	Weighting (Points)
RT2.2	Type of opinion services <sup>2</sup> provided.		<p>150 points = Delivery of fairness monitoring opinion services including work performed as a fairness monitor, fairness advisor, fairness consultant or fairness facilitator, fairness auditor, fairness commissioner</p> <p>125 points = Delivery of procurement opinion services</p> <p>100 points = Delivery of auditing opinion services</p> <p>75 points = Delivery of real property opinion services</p> <p>50 points = Delivery of legal opinion services</p> <p>50 points = Delivery of accounting opinion services</p> <p>50 points = Delivery of architectural opinion services</p> <p>50 points = Delivery of engineering opinion services</p> <p>Each accepted project will be scored according to this scale. The score for RT2.2 will be determined by dividing the total points achieved for RT2.2 by the number of accepted projects in MT2.</p>

Number	Point Rated Technical Criterion (RT)	Bid Preparation Instructions	Weighting (Points)
RT2.3	Type of Industry or government sector.		<p>150 points = Federal/national government</p> <p>100 points = Provincial/ territorial/state government</p> <p>100 points = Municipal government</p> <p>50 points = Non-Governmental Organization (NGO)</p> <p>50 points = Private sector client</p> <p>An NGO is defined as an autonomous non-profit and politically unaffiliated organization that advances a particular cause or set of causes in the public interest.</p> <p>Each accepted project will be scored according to this scale. The score for RT2.3 will be determined by dividing the total points achieved for RT2.3 by the number of accepted projects in MT2.</p>
RT2.4	The level of effort.		<p>150 points = 31 or more days</p> <p>100 points = 26 to 30 days</p> <p>50 points = 21 to 25 days</p> <p>Each accepted project will be scored according to this scale. The score for RT2.4 will be determined by dividing the total points achieved for RT2.4 by the number of accepted projects in MT2.</p>

Number	Point Rated Technical Criterion (RT)	Bid Preparation Instructions	Weighting (Points)
<b>RT3</b>	The Offeror will be evaluated on the ability to recruit a pool of qualified resources <sup>4</sup> capable of carrying out the services listed in the SOW (see RT3.1 and RT3.2).		
<b>RT3.1</b>	The Offeror should describe the approach it uses to recruit and screen qualified resources <sup>4</sup> to provide the services listed in the SOW.	<p>In order to score points, detailed information should be provided:</p> <ul style="list-style-type: none"> <li>i. On the strategy and processes used to recruit and screen qualified resources<sup>4</sup>, for example, education, experience, language, security clearance, and other requirements in accordance with the SOW<sup>4</sup>; and</li> <li>ii. On the strategy and processes used to ensure qualified resources<sup>4</sup> are recruited and screened in a timely manner that avoids disruption.</li> </ul>	<p>100 points = All procedures are explained, steps taken, detailed options and contingency measures are offered, and time factor is considered.</p> <p>65 points = Procedures are explained but details are missing.</p> <p>30 points = Procedures are vague and no option, contingency or time factor is taken into account.</p> <p>0 points = The information provided does not address the rated criterion.</p>

4 Resources are defined as employees and/or subcontracted personnel.

Number	Point Rated Technical Criterion (RT)	Bid Preparation Instructions	Weighting (Points)
RT3.2	The Offeror should describe the approach it uses to replace qualified resources <sup>4</sup> to provide the services listed in the SOW.	<p>In order to score points, detailed information should be provided:</p> <p>i. On the strategy and processes used to replace qualified resources<sup>4</sup>;</p> <p>ii. On the strategy and processes used to ensure replacement resources<sup>4</sup> are qualified in providing opinion services<sup>2</sup>, for example, education, experience, language, security clearance, and other requirements in accordance with the SOW<sup>1</sup>; and</p> <p>iii. On the strategy and processes used to ensure replacement resources<sup>4</sup> are recruited and screened in a timely manner that avoids disruption.</p>	<p>100 points = All procedures are explained, steps taken, detailed options and contingency measures are offered, and time factor is considered.</p> <p>65 points = Procedures are explained but details are missing.</p> <p>30 points = Procedures are vague and no option, contingency or time factor is taken into account.</p> <p>0 points = The information provided does not address the rated criterion.</p>

**PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES****A. STANDING OFFER**

1. The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

**2. Security Requirement**

- (a) There are four generic Security Requirements Check Lists (SRCLs) attached to this Standing Offer (SO) (see Annex C), which Public Works and Government Services Canada (PWGSC) anticipates will satisfy most security requirements associated with individual Call-ups issued against the SO. Each Call-up will identify which SRCL will apply to that call-up.
- (b) The Offeror must hold the following minimum security requirement in order to remain an Offeror. The SO Authority may verify the Offeror's security clearance with the Canadian Industrial Security Directorate (CISD), PWGSC at any time during the life of the SO.
- (i) Generic security requirement for Canadian Supplier, PWGSC file # EP737-122873(1):
- 1) The Offeror must, at all times during the performance of the SO, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the CISD, PWGSC.
  - 2) The Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD, PWGSC.
  - 3) The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
  - 4) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
  - 5) The Offeror must comply with the provisions of the:
    - a) SRCL, attached at Annex C;
    - b) Industrial Security Manual (Latest Edition).
- (c) In the case of Joint Ventures (JV), the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV. For example: a JV with five members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid DOS. The highest corporate security level for which the JV would be considered under this SO would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship by the SO Authority and obtained a valid FSC at the secret level issued by CISD.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the SO and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

#### 3.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the SO.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the SO and any call-ups made against the SO, the Offeror must diligently update, by written notice to the SO Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the SO is from date of issuance for a period of one year.

##### 4.2 Extension of Standing Offer

If the SO is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three period(s) of one-year each, under the same conditions and at the rates or prices specified in the SO.

The Offeror will be advised of the decision to authorize the use of the SO for an extended period by the SO Authority 30 calendar days before the expiry date of the SO. A revision to the SO will be issued by the SO Authority.

### 5. Authorities

#### 5.1 Standing Offer Authority

The SO Authority is:

Diane Reynolds  
A/Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Professional Services Procurement Directorate  
Place du Portage, Phase III, 10C1  
11 Laurier Street, Gatineau, Quebec, K1A 0S5  
Telephone: 819-956-1141  
Facsimile: 819-956-9235  
E-mail: Diane.Reynolds@tpsgc-pwgsc.gc.ca



The SO Authority is responsible for the establishment of the SO, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the SO by any Identified User.

## 5.2 Project Authority

The Project Authority for the SO is identified in the call-up against the SO.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the SO and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Procurement Authority

The Procurement Authority for the SO is:

*(To be identified at time of call-up)*

Materiel Management  
Public Works and Government Services Canada  
Corporate Services, Policy and Communications Branch  
Place du Portage, Phase III, 3B3  
11 Laurier Street, Gatineau, Quebec, K1A 0S5

The Procurement Authority is the representative of the department or agency for whom is responsible for issuing call-ups and is responsible for all administrative aspects of the Call-up.

## 5.4 Offeror's Representative

*(To be identified at time of issuance)*

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Materiel Management of the Corporate Services, Policy and Communications Branch, PWGSC on behalf of the Operational Integrity Sector (OIS) of the Departmental Oversight Branch, PWGSC.

## 7. Call-up Procedures

- (a) Each Call-up results in a separate contract between Canada and the Offeror.
- (b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this SO or any Call-ups made against it.
- (c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this SO apply to every Call-up made under this SO.
- (d) **Assessment of Proposed Resources:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in Appendix 4 to Annex A, Fairness Monitor Minimum Mandatory Qualifications. Canada may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from a Offeror and Offeror's proposed resources to conduct a reference check to verify the accuracy of the information provided.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, Offerors should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project, will only be counted once.

- (e) Multiple SOs: The Offeror acknowledges that multiple SOs may be issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the call-up process described below.
- (f) Only Authorized Call-ups to be Accepted: The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this SO outlined below.
- (g) Call-up Process: The following call-up process will be followed.
  - (i) Step 1 - Allocation of Work: Call-ups will be made on a rotational "right of first refusal" basis:
    - 1) For the initial call-up, the Procurement Authority will contact the 1st ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 1st ranked Offeror is able to meet the requirement, a call-up is made against its SO. If the 1st ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
    - 2) For the 2nd call-up, the Procurement Authority will contact the 2nd ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 2nd ranked Offeror is able to meet the requirement, the call-up is made against its SO. If the 2nd ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
    - 3) For the 3rd call-up, the Procurement Authority will contact the 3rd ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 3rd ranked Offeror is able to meet the requirement, the call-up is made against its SO. If the 3rd ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
    - 4) For the 4th call-up, the Procurement Authority will contact the 4th ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 4th ranked Offeror is able to meet the requirement, the call-up is made against its SO. If the 4th ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.

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- 5) For the 5th call-up, the Procurement Authority will contact the 5th ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 5th ranked Offeror is able to meet the requirement, the call-up is made against its SO. If the 5th ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the 1st ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
  - 6) Subsequent call-ups will be made in accordance with the call-up procedures described in (1) through (5) above.
- (ii) Step 2 - Call-up Request: Based on Step 1, the Procurement Authority will provide the following information to the Offeror:
- 1) Project Number;
  - 2) The level of effort required (days) for each resource;
  - 3) The language of the Work;
  - 4) The level of security clearance required to carry out the required Opinion Services;
  - 5) The location where the required Opinion Services will be delivered;
  - 6) The type of industry (to be used for Article 12, Impartiality of Fairness Monitor);
  - 7) The name of the Client department (to be used for Article 12, Impartiality of Fairness Monitor);
  - 8) The number of months (to be used for Article 12, Impartiality of Fairness Monitor);
  - 9) The authorization to travel, if required; and
  - 10) The applicable Group as per the Expert Control List  
([http://www.dfait-maeci.gc.ca/controls-controles/about-a\\_propos/expor/guide.aspx?lang=eng](http://www.dfait-maeci.gc.ca/controls-controles/about-a_propos/expor/guide.aspx?lang=eng)), if require access to Controlled Goods.
- (iii) Step 3 - Offeror's Response Requirements: Based on Step 2, the Offeror must confirm by e-mail within two working days of receiving the Call-up Request as to the availability of the Offeror to conduct the Work.
- For an urgent Call-up Request, the Offeror must confirm by e-mail within one working day.
- If the Offeror is available to conduct the Work as requested, the Offeror must propose which resource(s) it will use and must demonstrate the proposed resources meet the requirements set out in Appendix 4 to Annex A, Fairness Monitor Minimum Mandatory Qualifications. If the Offeror does not submit a response to the Call-up Request, the Procurement Authority will send the Call-up Request to the next Offeror. This process will be repeated until a Call-up is issued or the Call-up Request is withdrawn.
- If the Offeror confirms by e-mail to the Procurement Authority that paragraphs (a), (b) and/or (c) of Article 12, Impartiality of Fairness Monitor applies to the Offeror, the Procurement Authority will send the Call-up Request to the next Offeror.
- (iv) Step 4 - Assessment of Offeror's Proposed Resources: Based on Step 3, the Offeror's proposed resource(s) will be assessed against the requirements in Appendix 4 to Annex A, Fairness Monitor Minimum Mandatory Qualifications. If the proposed resource(s) do not meet the requirements set out in Appendix 4 to Annex A, the Offeror will be advised and will be given up to two working days to propose new resource(s).
- For an urgent Call-up Request, the Offeror will be given up to one working day to propose new resource(s).

If the proposed new resource(s) do not meet the requirements set out in Appendix 4 to Annex A, the Offeror will be advised and the Procurement Authority will send the Call-up Request to the next Offeror.

- (v) Step 5 - Issuance of a Call-up: The Procurement Authority will issue the Call-up using the Call-up instrument.

## 8. Call-up Instrument

The Work will be authorized by the Procurement Authority using electronic version of form *Call-up Against a Standing Offer*.

## 9. Priority of Documents

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

- a) the call up against the SO, including any annexes;
- b) the articles of the SO;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2012-07-16), General Conditions - Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated (insert date of offer)

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the SO and subject to verification by Canada during the term of the SO and of any resulting contract that would continue beyond the period of the SO. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the SO.

## 11. Applicable Laws

The SO and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

## 12. Impartiality of Fairness Monitor

PWGSC engages the services of a fairness monitor for certain projects as a formal oversight mechanism for obtaining independent validation on the fairness of departmental activities. Achieving this goal requires that the fairness monitor selected be completely independent of the government, the process, and all the bidders, to ensure an impartial assessment of the fairness of the process being monitored. In completing the work, the fairness monitor must also not obtain access to information that would provide the fairness monitor, acting in another capacity, with an advantage in future bid solicitations.

As a result, the Offeror must not:

- (a) be an affiliate of any potential supplier for the procurement process to be monitored, or be a supplier in the business of providing goods or services in the (*type of industry to be identified at time of call-up, see section 7 Call-up Procedures*) industry, given that the procurement process to be monitored for fairness concerns this industry;
- (b) have provided any advice to PWGSC or the Client (*Client name to be identified at time of call-up, see section 7 Call-up Procedures*) regarding the procurement to be monitored for fairness;
- (c) have provided any advice, goods or services to any potential supplier for the procurement to be monitored for fairness during the (*number of months to be identified at time of call-up, see section 7 Call-up Procedures*) months prior to the issuance of a call-up.

The Offeror represents that none of the above situations applies to the Offeror, any subcontractor it has or will retain to perform the Work under the SO and any resulting contract, or any of their respective employees. The Offeror acknowledges that it is within Canada's sole discretion to determine whether an appearance of conflict of interest, a conflict of interest or unfair advantage exists or will be created as a result of the Offeror performing the work described in the SO and any resulting contract clauses.

## 13. Insurance Requirements

The Offeror must comply with the insurance requirements specified in Annex D. The Offeror must maintain the required insurance coverage for the duration of the SO. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the SO.

The Offeror is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the SO and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Offeror must forward to the SO Authority within ten working days after the date of award of the SO, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Offeror must, if requested by the SO Authority, forward to Canada a certified true copy of all applicable insurance policies.

**B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer (SO).

**1. Statement of Work**

The Contractor must perform the Work described in the call-up against the SO.

**2. Standard Clauses and Conditions****2.1 General Conditions**

2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:

During the entire period of the SO and any call-ups made against the SO, the Offeror must diligently update, by written notice to the SO Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

**3. Term of Contract****3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the SO.

**4. Payment****4.1 Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment at Annex B, for Work performed under the call-up against the SO.

**4.2 Limitation of Expenditure**

- (a) The Contractor will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex B of the SO.
- (b) Canada's total liability to the Contractor under any resultant Call-up will not exceed the Total Price specified in the Call-up.

**4.3 Method of Payment**

- (a) H1000C (2008-05-12) Single Payment or
- (b) H1008C (2008-05-12) Monthly Payment

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**4.4 SACC Manual Clauses**

- (a) A9116C (2007-11-30), T1204 Information Reporting by Contractor
- (b) A9117C (2007-11-30), T1204 - Direct Request by Customer Department
- (c) C0705C (2010-01-11), Discretionary Audit

**5. Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoicing Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- (b) Each invoice must be supported, as applicable, by:
  - (i) the call-up number;
  - (ii) a copy of the release documents and any other documents as specified in the call-up; and
  - (iii) a copy of the invoices, receipts, voucher for all direct expenses, travel and living expenses.
- (c) Invoices must be distributed as follows: the original and 1 copy must be forwarded to the Project Authority identified in the call-up for certification and payment.

**6. SACC Manual Clauses**

- (a) A9062C (2011-05-16), Canadian Forces Site Regulations
- (b) A9068C (2010-01-11), Government Site Regulations
- (c) A9131C (2011-05-16), Controlled Goods Program

Solicitation No. - N° de l'invitation

EP737-122873/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

113zh

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

20122873

File No. - N° du dossier

113zhEP737-122873

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A**

### **STATEMENT OF WORK**

#### **FAIRNESS MONITORING**

##### **Contents**

- I. Introduction
- II. Terms of Reference
- III. Engagement Requirements



## **I. INTRODUCTION**

### **1.0 Title**

Fairness Monitoring Services

### **2.0 Objective**

Public Works and Government Services Canada (PWGSC) requires the services of Fairness Monitors (FM) to observe all or part of departmental activities in order to provide independent assurance to the department, its clients, industry, Parliament and Canadians that these activities are conducted with integrity, accountability, and in a fair, open and transparent manner. The services of independent third-party fairness monitors allow PWGSC to protect the interests of its clients and Canadians by identifying and resolving fairness issues in real time, thus averting fairness deficiencies and avoiding possible costly after-the-fact resolutions.

The integrity of the Program is dependent, in large part, on the engagement and use of credible and reputable FMs who are accountable for their opinions in the face of public scrutiny. Accordingly, PWGSC is looking for reputable and credible FMs who will confidently defend rendered opinions on the fairness of monitored activities.

The definition and scope of services to be provided by FMs is set out in the Terms of Reference for Fairness Monitoring Engagements which is part of this Statement of Work.

### **3.0 Background**

PWGSC is committed to excelling in government operations and ensuring sound stewardship on behalf of Canadians by delivering high-quality services and programs that meet the needs of federal organizations. The Financial Administration Act 40.1 sets out the Government of Canada's commitment "to taking appropriate measures to promote fairness, openness and transparency in the bidding process for contracts with Her Majesty for the performance of work, the supply of goods or the rendering of services." Since 2005, PWGSC has been using Fairness Monitoring as a proactive measure to provide management, client departments, government suppliers, Parliament and Canadians with independent assurance that PWGSC's procurement activities are conducted in a fair, open and transparent manner.

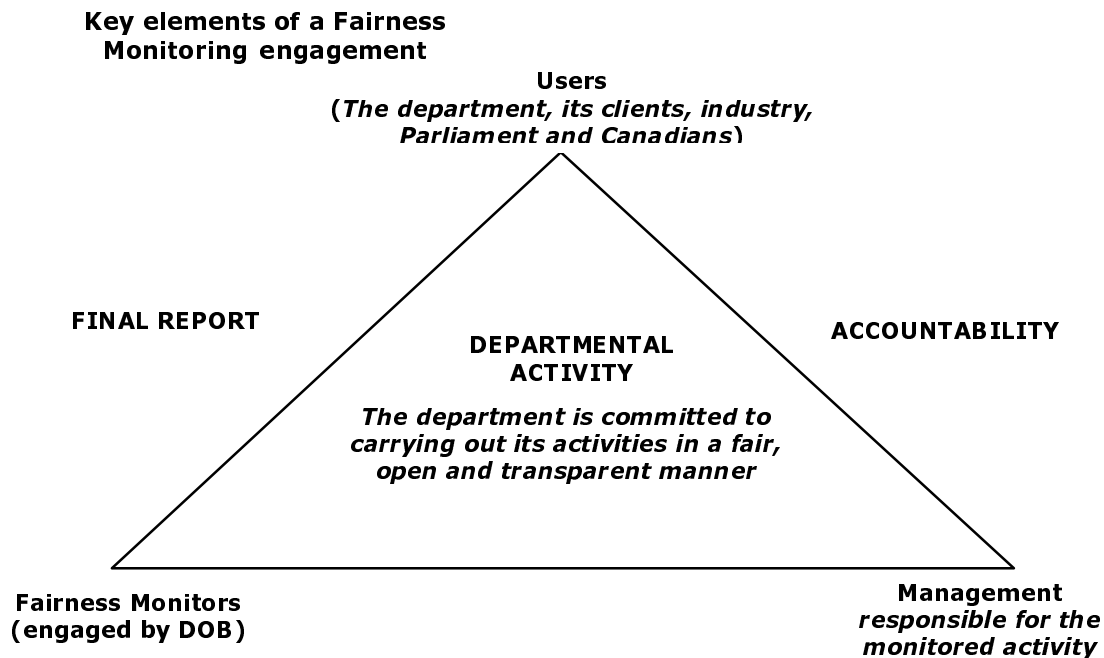
In June 2009, the FM Program was expanded to include any departmental activities, where by activity is meant any departmental undertaking, whether on behalf of internal PWGSC organizations, other federal departments, non-governmental organizations or the Canadian public. This could include, but is not limited to, procurement of goods, services, construction services, acquisition of real property, disposition of Crown assets and grants and contributions.

To enhance the independence of the FM function, the overall responsibility for the FM Program rests with the Assistant Deputy Minister (ADM), Departmental Oversight Branch (DOB), PWGSC. The ADM of the DOB reports directly to the Deputy Minister (DM) and thus operates at full arms length from Departmental operations carrying on the activities being monitored by FMs. The ADM-DOB has delegated the management of the program on to the Operational Integrity Sector (OIS). The OIS is the Government of Canada's independent FM centre of expertise and the only organization authorized to oversee and manage the FMs engaged by PWGSC.

## II. TERMS OF REFERENCE FOR FAIRNESS MONITORING ENGAGEMENTS

### 1.0 DEFINITION OF FAIRNESS MONITORING

- 1.1 A Fairness Monitoring engagement carried out on behalf of (PWGSC's Fairness Monitoring Program is a type of assurance engagement. Generically, an assurance engagement is an engagement in which a practitioner expresses a conclusion designed to enhance the degree of confidence of intended users other than the responsible party about the outcome of the evaluation of a subject matter against criteria.
- 1.2 PWGSC engages independent, third-party Fairness Monitors to provide an impartial opinion to the department, its clients, industry, Parliament and Canadians, in the form of a written attestation of assurance published on the departmental internet site, that monitored activities are carried out in a fair, open and transparent manner.
- 1.3 Activities which may be the subject of a Fairness Monitoring engagement could include, but are not limited to, procurement of goods, services or construction services, acquisition of real property, disposition of Crown assets or grants and contributions.
- 1.4 Since Fairness Monitoring is carried out while the monitored activity is on-going, the interests of the department, its clients and Canadians are protected through the real time identification and resolution of fairness issues, thus averting fairness deficiencies and avoiding possible costly after-the-fact resolutions.



- 1.5 Criteria are benchmarks against which monitored departmental activities can be evaluated. The criteria against which Fairness Monitors will evaluate departmental activities are as follows:

<b>To assess and attest to the fairness, openness and transparency of PWGSC in its conduct of departmental activities, Fairness Monitors will use the following criteria:</b>	
<b>Criteria</b>	<b>Sources for Criteria</b>
<b>Fairness:</b> Decisions are made objectively, free from bias, favoritism or influence and conform to established rules.	<ul style="list-style-type: none"> <li>• <i>Financial Administration Act</i></li> <li>• <b>TBS Draft Policy on Managing Procurement</b></li> <li>• <i>TB Policy on Management of Real Property</i></li> </ul>
<b>Openness:</b> The monitored activity is accessible to all potential participants, without unjustified restrictions as to who may participate.	<ul style="list-style-type: none"> <li>• <i>Financial Administration Act</i></li> <li>• <b>Office of the Procurement Ombudsman</b></li> <li>• <i>TBS Draft Policy on Managing Procurement</i></li> <li>• <i>TB Policy on Management of Real Property</i></li> </ul>
<b>Transparency:</b> Information about the activity is provided to the public and interested parties in a timely manner that facilitates public scrutiny.	<ul style="list-style-type: none"> <li>• <i>Financial Administration Act</i></li> <li>• <b>Office of the Procurement Ombudsman</b></li> <li>• <i>TBS Draft Policy on Managing Procurement</i></li> <li>• <i>TB Policy on Management of Real Property</i></li> </ul>

- 1.6 In order to ensure that the Fairness Monitor has sufficient appropriate evidence, the department will co-operate with the Fairness Monitor and provide all appropriate information, documents and facts related to each stage of the process as early as possible. The authority responsible for the monitored activity will interact directly with the Fairness Monitor on a regular basis, and will consider all fairness-related questions and concerns raised by the Fairness Monitor in a timely manner, and will promptly address any perceived fairness deficiency.
- 1.7 During any Fairness Monitoring engagement, departmental officials are to have open dialogue with the Fairness Monitor. However, they must also ensure that their actions do not compromise or appear to compromise the independence and integrity of a Fairness Monitor. To this end, the Fairness Monitor must not offer, and officials should not impose upon or use a Fairness Monitor for any of the following purposes:
- to provide subject matter expertise;
  - to act as a consultant to the department to provide advice or guidance during the process;
  - to assume any of the roles and/or responsibilities of departmental officials; or
  - to provide legal advice, such as the interpretation or application of legislation, trade agreements, or any decisions of a judicial or quasi-judicial body, or provide any associated risk assessment.
- It is the duty of the Fairness Monitor to maintain his/her independence and objectivity and not to be subject to improper influence.
- 1.8 The Fairness Monitor provides a written report containing a conclusion that conveys the assurance obtained with respect to the monitored activity. The basic elements of the Fairness Monitor's Final Report are set out in Section 5 of this Terms of Reference.

- 1.9 A high-quality Fairness Monitoring engagement is one that is carried out in conformity with this Terms of Reference, and adds value, serves the department, its clients, industry, Parliament and Canadians, and is objective, timely and cost-effective.

## 2.0 MANDATE

- 2.1 The mandate and responsibilities of the Fairness Monitor are set out in the Statement of Work of the Contract for each Fairness Monitoring engagement. This Terms of Reference is an integral part of the Statement of Work of Fairness Monitoring contracts.

## 3.0 FAIRNESS DEFICIENCIES

- 3.1 A "Fairness Deficiency" is any departmental process, procedure, action, omission or decision observed by the Fairness Monitor that has impacted or is likely, if not adequately addressed, to impact negatively on the fairness, openness or transparency of the Monitored Activity. The Parties agree that there is no Fairness Deficiency if the departmental process, procedure, action, omission or decision is clearly required in order to comply with:
- a) PWGSC policies, including Branch policy instruments such as the Supply Manual; or
  - b) applicable laws (including statutes, regulations, or trade agreements); or
  - c) policies to which the Department or its client department are subject.
- 3.2 Furthermore, in connection with transparency, the Parties agree that there is no Fairness Deficiency if the department's decision not to disclose information is required by the Privacy Act, the Access to Information Act or other laws or policies that apply to the information or if the decision not to disclose information is due to the fact that the proposed recipient of the information does not hold the required level of security clearance.
- 3.3 Fairness Monitors may wish to include other observations in the Summary document related to the observed activity.

## 4.0 FAIRNESS MONITOR CONDUCT

### Due care

The Fairness Monitor must exercise due care.

- 4.1 Due care requires the Fairness Monitors to carry out their work diligently, conscientiously and with rigour. Fairness Monitors must exercise sound judgment when deciding what aspects of the monitored activity are to be observed, the basis for evaluating fairness, openness and transparency, the monitoring approach and methodology, the extent of monitoring, the issues to be reported and the overall conclusions.

## Objectivity and Independence

The Fairness Monitoring team must be made up of individuals who have an objective state of mind and are independent.

- 4.2 **Fairness Monitors** must maintain an objective state of mind. This means that the FM does not direct the engagement toward areas of personal interest or prejudice findings. The findings and report can be influenced only by evidence obtained and assembled in accordance with this Terms of Reference. The Fairness Monitors need an unbiased point of view when making decisions about evidence, significance of observations, and conclusions.
- 4.3 Independence requires that the Fairness Monitoring team be free of any hindrances to their independence that could impair (or be seen to impair) their impartiality in carrying out their work, making judgments or forming opinions and conclusions.

## Knowledge and Experience of the Fairness Monitoring team

The Fairness Monitoring team must have collective knowledge and experience of their subject matter and Fairness Monitoring proficiency necessary to fulfill the requirements of the engagement.

- 4.4 The Fairness Monitoring team must possess the knowledge, disciplines, skills and experience to carry out the engagement effectively. This includes any specialists that are contracted to assist the team in any way.
- 4.5 The Fairness Monitoring team must have:
- a) knowledge of Fairness Monitoring concepts and techniques and the ability to apply the knowledge;
  - b) experience and technical skills to effectively understand the subject matter of the Fairness Monitoring engagement;
  - c) a general knowledge of the government environment.
- 4.6 The Fairness Monitoring team should consult Subject Matter Experts (SMEs) where necessary to obtain expert advice particularly when the Fairness Monitoring team lacks the necessary specialized knowledge.

## Departmental input to the Fairness Monitoring engagement

The Fairness Monitoring team must seek the department's views about critical elements of the engagement.

- 4.7 Good relations between Fairness Monitors and the officials responsible for the monitored activity are built on the basis of respect and trust. Where this type of relationship exists, both the department and the Fairness Monitors can benefit by sharing information throughout the course of the engagement. Such relationships do not compromise the Fairness Monitors' independence or the quality of the Fairness Monitor Final Report.

- 4.8 The Fairness Monitoring team must seek the department's input when:
- a) planning the engagement to obtain timelines and milestones, key stages of the activity requiring Fairness Monitor observation, and any departmental concerns;
  - b) finalizing the work plan to obtain views on the approach selected for the observation phase; and
  - c) issues arise, including fairness issues and potential fairness deficiencies.

## Documentation

The Fairness Monitoring team must maintain appropriate documentation and files.

- 4.9 The Fairness Monitoring team must retain files that contain evidence most pertinent to the Final Report content. Gathering together the evidence specific to a report for easy access will aid the Fairness Monitors in responding to enquiries.
- 4.10 The goal is to ensure observations and conclusions flow logically from available evidence and are well supported.
- 4.11 Substantiation covers all aspects of the report. In addition to the evidence needed to support factual statements, the file must include support for the judgments, assumptions and conclusions made by the Fairness Monitors, for example, in the form of a working paper setting out the logical arguments and supporting evidence for the Fairness Monitors' judgments. Usually only some small part of a document or a working paper summary is needed as proof for a particular statement.
- 4.12 Fairness Monitors use their professional judgment in deciding what to include in the file to support the report. They need to ensure that sufficient appropriate evidence is included in the file for the more contentious, sensitive and highly visible issues. For other matters, such as background information on the activity monitored, the Fairness Monitoring team may include a cross-reference to readily available sources rather than putting a copy of the evidence itself in the file.

## Communications

The Fairness Monitoring team must deliver clear, persuasive and effective communications to the department, its clients, industry, Parliament and Canadians.

- 4.13 The primary means of communicating Fairness Monitoring results is through Final Reports. Guidelines for Final Reports are covered in Section 5 of this Terms of Reference.
- 4.14 Fairness Monitor Final Reports are published on the departmental internet site after being presented to departmental senior management for information.

## 5.0 FAIRNESS MONITORING REPORTING POLICIES

Each Fairness Monitoring engagement will result in a Final Report that clearly communicates to the reader:

- a) the activity covered by the engagement, and its scope, including any limitations;
- b) the standards and criteria used;
- c) the observations made;
- d) the conclusion reached against fairness criteria, including any qualifications, where applicable.

- 5.1 The purpose of the Final Report is to provide assurance that the department carried out its activity fairly, openly and transparently. The requirement for clear communications means that messages must:
- a) be clear and precise and written in plain language to ensure that the reader will understand what the report is trying to convey;
  - b) be convincing and their importance highlighted for the reader;
  - c) be fair and presented in an unbiased tone;
  - d) deal with matters of significance.
- 5.2 Fairness Monitor Final Reports are what the client, media and public see of the work of the Fairness Monitors. Consequently, reports must meet the highest attainable standards for content and presentation. In preparing the report, the Fairness Monitoring team must keep in mind:
- a) the end use of the report — that is, the use made by the department, industry, Parliament and Canadians in their scrutiny of departmental activities; and
  - b) the purpose of the Fairness Monitoring program is to promote the Government of Canada's commitment to and provide independent verification of fairness, openness and transparency in departmental activities.
- 5.3 A Fairness Monitor Final Report is similar to an executive summary in that it is a concise overview of the FM engagement for the monitored activity. Specific details with respect to the format of the Final Report and any addenda will be set out in the Statement of Work for each particular Fairness Monitoring engagement. The Final Report will always include an attestation as to the fairness, openness and transparency of the monitored activity. In general, it is expected that the Final Report will include the following elements:
- 5.3.1 A Background or Introduction which provides the context of the FM engagement as set out in the Fairness Monitors' Statement of Work. This includes an overview of the activity being monitored including the different phases, timelines, and any other pertinent information.
  - 5.3.2 An Attestation of Assurance which will set out the overall attestation as to the fairness, openness and transparency of the monitored activity as evaluated against the criteria set out in Section 1.5 of this Terms of Reference. If a fairness issue is noted, it must be concisely specified in the Attestation, and identified as a **material** fairness deficiency (where the deficiency is **significant** and negatively impacts on the overall fairness, openness and/or transparency of the activity) or as a **minor** fairness deficiency (not affecting the overall fairness of the activity). The attestation is signed by the FM Contractor and the FM team.

- 5.3.3 Observations may be included. Where the Attestation notes a fairness deficiency, context and substantiation for the Fairness Monitors' concerns must be provided.
  - 5.3.4 A discussion of the methodology employed by the Fairness Monitors during the course of the engagement to gather evidence in support of the Attestation.
  - 5.3.5 A list of Reference Documents referred to in the report.
  - 5.3.6 In most cases, the Final Report will be supplemented with an Addendum. For example, the Final Report will normally cover an activity up to and including final evaluation before contract award; the Addendum will report on the Fairness Monitors' observation of contract award and post-award activities (e.g., debriefing).
- 5.4 The department reserves the right to provide a formal Management Response, prepared by officials responsible for the monitored activity, to any fairness deficiency identified in an FM Final Report. The Management Response will be published with the report on the departmental internet site.

## 6.0 DEFINITIONS

**Engaging party** – The person or persons who engage the Fairness Monitors. Under the PWGSC Fairness Monitoring program, this role falls to the Departmental Oversight Branch, acting as Project Authority for FM engagements.

**Fair** – decisions are made objectively, free from bias, favoritism or influence, and conform to established rules.

**Fairness deficiency** – a departmental process, procedure, action, omission or decision observed by the Fairness Monitor that has impacted or, if not adequately addressed, is likely to impact negatively on the fairness, openness or transparency of the monitored activity (see Section II.3 of the Statement of Work).

**Fairness monitor** – an independent third-party observer whose role is to monitor all or part of an activity in order to identify any potential fairness deficiencies and provide a formally-expressed professional opinion on the fairness, openness and transparency of the monitored activity.

**Independence** – Comprises:

- I. Independence of mind – the state of mind that permits the provision of an opinion without being affected by influences that compromise professional judgment, allowing an individual to act with integrity and exercise objectivity.
- II. Independence in appearance – the avoidance of facts and circumstances that are significant to the extent that a reasonable and informed third party, having knowledge of all relevant information, including any safeguards applied, would reasonably conclude a Fairness Monitoring Contractor, or a member of the FM team's, integrity or objectivity had been compromised.

**Intended users** – The person(s) or class of persons for whom the Fairness Monitors prepare the Report. The responsible party is one of the intended users, but not the only one. The intended users of Fairness Monitor Reports prepared on behalf of the PWGSC Fairness Monitoring program are the department, its clients, industry, Parliament and Canadians.

**Management** – The person(s) responsible for the conduct of the monitored activity. Management includes some or all of those charged with governance of the activity.



**Open** – an activity that is accessible to all potential participants, without unjustified restrictions as to who may participate.

**Opinion**– the Fairness Monitor's formal attestation expressing a professional judgment as to the fairness, openness and transparency of the monitored activity.

**Opinion services** - services in which a formal expression of a professional opinion, to be relied upon by a third-party, in one or more of the following categories is provided:

- accounting;
- architectural;
- audit;
- engineering
- fairness monitoring;
- legal;
- procurement (acquisition of goods, services, construction services);
- real property (leasing, property management).

**Qualified Opinion** – is an opinion as to the fairness, openness and transparency of the monitored activity which specifies a substantiated, unresolved fairness deficiency.

**Responsible party** – the person (or persons) responsible for the activity being monitored.

**Significant** – means a matter of considerable amount, effect or importance. Such an item must be current and of interest to intended users of the FM Final Report.

**Transparent** – providing information to the public and interested parties in a timely manner that facilitates public scrutiny.

**Unqualified Opinion** – is an opinion that the monitored activity was carried out in a fair, open and transparent manner.

### III. ENGAGEMENT REQUIREMENTS *(Will vary at time of call-up)*

#### 1.0 FAIRNESS MONITORS - REQUIREMENT SUMMARY

- 1.1 The Operational Integrity Sector (OIS) of Public Works and Government Services Canada (PWGSC) requires the services of a Fairness Monitor (herein referred to as the FM Contractor) to monitor *(name of activity to be monitored will be inserted at time of call-up)*, and to provide assurance whether this activity is conducted in a fair, open and transparent manner and that all actions involved in the specific activity are conducted in accordance with the official governance structure and prescribed processes.
- 1.2 The FM Contractor must provide 2 resources, an FM Team Leader and an FM Specialist. The roles of the FM Team Leader and FM Specialist are defined in sections 2.4 and 2.5 below. Minimum mandatory requirements for the proposed resources are set out in Appendix 4 to Annex A, SOW. *(Additional resource requirements may be specified at time of call-up, for instance in cases where subject matter expertise will be needed to carry out the Work).*
- 1.3 Work will be conducted primarily in the National Capital Region (NCR). Occasionally, if and when requested, Regional Offices may also request services. For purposes of this SO, regions are defined as follows: the Atlantic Region (includes PEI, Nova Scotia, New Brunswick and Newfoundland); Quebec Region (excludes NCR); Ontario Region (excludes NCR); Western Region (includes Alberta, Saskatchewan, Manitoba, Northwest Territories and Nunavut) and Pacific Region (includes British Columbia and Yukon). *(Location of Work will be confirmed at time of call-up).*
- 1.4 A complete list of FM services and deliverables required is detailed in Sections 6 and 7 of this Statement of Work (SOW).
- 1.5 Detailed information on the *(project name to be inserted at time of call-up)* is available in Appendix 1 to Annex A, SOW *(Appendix 1 to Annex A will be inserted at time of call-up).*

#### 2.0 DEFINITIONS

- 2.1 **Fair** (équitable): decisions are made objectively, free from bias, favoritism or influence and conform to established rules.
- 2.2 **Fairness deficiency** (lacune en matière d'équité) a departmental process, procedure, action, omission or decision observed by the Fairness Monitor that has impacted or if not adequately addressed, is likely to impact negatively on the fairness, openness or transparency of the monitored activity (see Section II.3 of the SOW).
- 2.3 A **Fairness Monitor Contractor** (surveillant de l'équité) is an independent third-party observer whose role is to observe all or part of an activity in order to identify any potential fairness deficiencies and provide an opinion on the fairness, openness and transparency of that activity. The FM Contractor is accountable to provide products and services to Canada under this Contract.

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- 2.4 The **FM Team Leader** is the FM Team member who is responsible for the FM activities undertaken in accordance with the SOW. The FM Team Leader must ensure the sufficiency, appropriateness, adequacy and quality of all products and services delivered to Canada under this Contract.
- 2.5 The **FM Specialist** is the FM Team member who is responsible for the day to day activities and provides the FM Contractor Team the related experience, expertise, and guidance in rendering his professional opinions considered essential for ensuring the quality of the products and services the FM Contractor is accountable to deliver to Canada under this Contract.
- 2.6 The **Monitored activity** (activité sous surveillance) is the activity being monitored by Fairness Monitors.
- 2.7 **Open** (ouvert): an activity that is accessible to all potential participants, without unjustified restrictions as to who may participate.
- 2.8 **Opinion services** (services d'opinion): services in which a formal expression of a professional opinion, to be relied upon by a third-party, in one or more of the following categories is provided:
- accounting;
  - architectural;
  - audit;
  - engineering
  - fairness monitoring;
  - legal;
  - procurement (acquisition of goods, services, construction services);
  - real property (leasing, property management).
- 2.9 **Qualified** opinion (opinion avec réserve) is an opinion as to the fairness, openness and transparency of the monitored activity which specifies a substantiated, unresolved fairness deficiency.
- 2.10 **Transparent** (transparent): providing information to the public and interested parties in a timely manner that facilitates public scrutiny.
- 2.11 An **Unqualified** opinion (opinion sans réserve) is an opinion that the monitored activity was carried out in a fair, open and transparent manner.
- 3.0 TERMS OF REFERENCE**
- 3.1 The FM Contractor and the resources provided to carry out the Work must abide by the Terms of Reference for Fairness Monitoring Engagements set out in the Standing Offer.
- 4.0 LANGUAGE REQUIREMENT**
- 4.1 Under this Contract, the FM Team Leader and/or the FM Specialist identified by the FM Contractor will provide services in either the English or French language, or both (*language requirement will be specified at time of call-up*).

## 5.0 FAIRNESS MONITORS SERVICES REQUIRED

The FM Contractor must:

- 5.1 Become familiar with the governance structure and processes used during the monitored activity, and monitor the actions and decisions of each entity/individual within the governance structure and determine if these actions and decisions remain consistent with the established governance structure;
- 5.2 Become familiar with project documentation including, but not limited to, the Request for Information (RFI), Request for Proposals (RFP) and the Evaluation Criteria (note that the documents will vary depending on the type of activity and the strategy being used as noted at time of call-up);
- 5.3 Observe all or part of the activities and process undertaken during the (*project name to be inserted at time of call-up*);
- 5.4 Assess the fairness, openness and transparency of key activity documentation prepared, such as, but not limited to RFI, RFP, Invitation to Tender (ITT), etc. for each stage of the process;
- 5.5 Attend, as applicable but not limited to, meetings or events during the monitored activity such as: information sessions, evaluation meeting(s), consensus meeting(s), site visit(s), bidder conference(s), disclosure of information, debriefing session(s) with unsuccessful bidders/proponents, etc.;
- 5.6 Monitor communications with bidders/proponents, such as, but not limited to, bidders questions and responses, requests for clarification, e-mail exchanges, debriefings, etc., during the process of the monitored activity;
- 5.7 Identify and assess the impact(s) of any issues with respect to the fairness, openness and transparency of the activities and process(es) undertaken during the (*project name to be inserted at time of call-up*);
- 5.8 Report verbally to the Project Authority any unresolved fairness issues of the monitored activity and follow-up by e-mail within 24 hours following verbal notification;
- 5.9 Provide an overall opinion on the fairness, openness and transparency of the activities and process(es) observed;
- 5.10 Substantiate and defend any identified outstanding fairness deficiencies;
- 5.11 Provide written reports to the Project Authority as outlined in the subsequent "Fairness Monitors – Deliverables" section of this SOW;
- 5.12 Assist, if requested by the Project Authority, with the development and/or delivery of any defence to a challenge of the monitored activity (for example, but not limited to, through the Canadian International Trade Tribunal (CITT) and/or Federal Court) where the FM has rendered an opinion; and

5.12.1 If required, provide expert testimony supporting rendered opinion to CITT and/or Federal Court.

*(Note to Project Authority: Delete any aspects of the process that are not subject to monitoring under this engagement. Add any as required or amend the list to reflect the nature of this specific engagement).*

## 6.0 FAIRNESS MONITORS - DELIVERABLES

The deliverables (*the deliverables will vary at time of call-up*) under this Contract will consist of:

*Note: if any of the report/deliverables stated below cannot be submitted to the Project Authority as per the indicated time frame, a written justification must be provided within the week. The Project Authority reserves the right to accept or refuse the reason(s) for the delay. The Project Authority will review the justification provided and will confirm its decision in writing to the FM Contractor.*

- 6.1 **Workplan:** Deliver to the Project Authority a workplan outlining activities which the FM Contractor proposes to undertake for all phases of the monitored activity no later than 3 weeks following the initial kick-off meeting with the client. The Project Authority will review and approve in writing the proposed workplan.
- 6.2 **Report 1** to be submitted to the Project Authority no later than 1 week following the conclusion of Phase 1 (as indicated in Appendix 1 to Annex A, SOW). This report must include an opinion of the fairness of the activities monitored and/or documentation reviewed up to the conclusion of Phase 1;
- 6.3 **Report 2** to be submitted to the Project Authority no later than 1 week following the conclusion of Phase 2 (as indicated in Appendix 1 to Annex A, SOW). This report must include an opinion of the fairness, openness and transparency of the monitored activity following Report 1 and up to the conclusion of Phase 2;
- 6.4 **Report 3** to be submitted to the Project Authority no later than 1 week following the conclusion of Phase 3 (as indicated in Appendix 1 to Annex A, SOW). This report must include an opinion of the fairness, openness and transparency of the monitored activity following Report 2 and up to the conclusion of Phase 3; and
- 6.5 **Final Report**, (Guideline attached as Appendix 2 to Annex A, SOW), to be submitted to the Project Authority no later than 2 weeks following the conclusion of the evaluation phase of the monitored activity. This report must include either an unqualified assurance statement or a qualified assurance statement. Any unresolved fairness deficiency associated with the FM Contractor's assurance statement must be fully explained and fully substantiated.
  - 6.5.1 The Final Report (as indicated in Appendix 2 to Annex A, SOW) must also include the following information:
    - a) The FM's attestation of assurance, or opinion, on the fairness, openness and transparency of the monitored activity;
    - b) A summary of the scope and objectives of the FM assignment;
    - c) The FM methodologies applied, and activities undertaken; and
    - d) Any unresolved fairness deficiencies observed.

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- 6.5.2 **Addendum to the Final report** (Guideline attached as Appendix 3 to Annex A, SOW) to be submitted to the Project Authority at the conclusion of the monitored activity, e.g., contract award or cancellation, and following any debriefing of unsuccessful bidder(s). In the event there was no debriefing of or feedback given to unsuccessful bidder(s), it must also be mentioned in this Addendum. This Addendum must be submitted to the Project Authority no later than 1 week following conclusion of that phase. This Addendum should not be more than 1 page long. This Addendum must also be provided in both hard copy and electronic format using Rich Text format and must be signed by the Contractor's representative as identified in the resulting FM contract.
- 6.6 **Summary Document** - In addition to the reports documented above, a Summary Document must be submitted to the Project Authority no later than 1 week following the delivery of the Addendum to the Final Report mentioned in 7.5.2 above. An Interim Summary Document must be provided along with the Final Report mentioned in 7.5 above. The Interim Summary Document and the Summary Document must contain a summary of observations, and must include a brief analysis, the nature of which would contribute to lessons learned.
- 6.7 All deliverables mentioned in this SOW must be provided to the Project Authority in either English or French (*to be determined at time of call-up*). The Final Report and the Addendum to the Final Report will become a public document subject to limits of disclosure under the Privacy Act and must be provided to the Project Authority in both of Canada's official languages. The FM Contractor is responsible for accuracy and consistency in both official languages. Written reports must be provided in both hard copy and electronic format using Rich Text format and must be signed by the FM Contractor's authorized representative as identified in the Contract, the FM Team Leader, and the FM Specialist.

Solicitation No. - N° de l'invitation

EP737-122873/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

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File No. - N° du dossier

113zhEP737-122873

CCC No./N° CCC - FMS No./N° VME

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**APPENDIX 1 TO ANNEX A  
CONTEXT OF THE MONITORED PROJECT**

*Appendix 1 to Annex A will be inserted at time of call-up.*

## APPENDIX 2 TO ANNEX A GUIDELINE FOR FINAL REPORT

The Final FM Report is similar to an executive summary in that it is a concise overview of the FM engagement for the monitored activity. It will include an attestation as to the fairness of the monitored activity (as set out in Section 2 of the SOW, "**Fairness** (équité) means decisions are made objectively, free from personal favoritism, political influence, and encompasses the elements of openness, competitiveness, transparency and compliance.")

The Final FM Report will be printed on the FM Contractor's letterhead and will include the following sections:

### Title page

The title page will contain the following information:

*Insert Project name*

*Fairness Monitor Final Report*

*Date of submission*

*Submitted to: Director General, Operational Integrity Sector*

*Submitted by: Name of FM Contractor*

### Table of Contents

A table of contents will be included.

### Background/Introduction

This section will provide the context of the FM engagement as set out in the FM's statement of work. This includes an overview of the activity being monitored including the different phases, timelines, and any other pertinent information.

Note that the final report will normally cover the activities up to and including the final evaluation before contract award. Contract award and debriefing will be covered in the addendum to the final report.

*[INSERT NAME OF CONTRACTOR] was engaged as a Fairness Monitor (FM) to observe the [INSERT PROCESS] for [INSERT NAME OF MONITORED ACTIVITY], issued by Public Works and Government Services Canada as a result of [INSERT SOLICITATION # OR OTHER RELEVANT DOCUMENT #]. [INSERT NAME OF CONTRACTOR] is an independent third party with respect to this activity.*

*We reviewed all of the information provided and observed all relevant activities.*

*We hereby submit the Final Report, covering the activities of the Fairness Monitor, commencing with the [INSERT APPROPRIATE STARTING POINT SUCH AS RFI, ETC.], continuing through the [INSERT PHASES OBSERVED SUCH AS RFP, CONSENSUS MEETINGS, ETC.]*



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*This report includes our attestation of assurance, a summary of the scope and objectives of our assignment, the methodologies applied and relevant observations from the activities undertaken.*

### **Project Requirement**

This section will provide a concise overview of the activity being monitored.

### **Attestation of Assurance**

This section will set out the overall attestation as to the fairness (as set out in Section 2 of the SOW) of the monitored activity using the following language. Provide context and substantiation for any fairness deficiencies that are noted:

#### **Where there are no outstanding fairness deficiencies (unqualified opinion):**

*The FM hereby provides the following unqualified assurance statement concerning [INSERT NAME OF THE MONITORED ACTIVITY]:*

*It is our professional opinion that the [INSERT PROCESS] we observed, was carried out in a fair, open and transparent manner.*

#### **Where there are minor fairness deficiencies in part of the process but the overall process was conducted in a fair, open and transparent manner:**

*We observed the following minor deficiency(ies) in the process:*

-- [INSERT CONCISE STATEMENT OF DEFICIENCY]

*It is our professional opinion that, notwithstanding these minor deficiencies, the [INSERT PROCESS] we observed was carried out in a fair, open and transparent manner.*

#### **Where there are significant fairness deficiencies:**

*We observed the following material deficiency(ies) in the process:*

-- [INSERT CONCISE STATEMENT OF DEFICIENCY]

*It is our professional opinion that, because of the significance of the above deficiency(ies), the [INSERT NAME OF MONITORED ACTIVITY/ PROCESS?] we observed was carried out in a [INSERT WHICH ELEMENTS APPLY E.G.: OPEN OR TRANSPARENT OR COMPLIANT] manner, however due to the above noted deficiency it was not carried out in a [INDICATE WHICH ELEMENT WAS COMPROMISED E.G.: OPEN OR TRANSPARENT OR COMPLIANT] manner.*

---

Note that a fairness deficiency will be considered significant (material) when it renders it likely that the deficiency impacts in a materially negative manner on the fairness (as set out in Section 2 of the SOW) of the monitored activity.

PWGSC reserves the right to provide a formal management response, with respect to any fairness deficiency identified in the report, to be published with the FM's final report.

The FM Contractor's signature will follow the attestation.

**Note:** The signature of the FM Contractor's representative who officially represents the FM Contractor in all of its dealings with Canada, as indicated in the contract, is required as well as the signature from the FM Team Leader and the FM Specialist.

---

[Name of FM Contractor's representative]  
[Title, FM Company Name]

---

[FM Team Leader's name]  
[Professional Designation if applicable]

---

[FM Specialist's name]  
[Professional Designation if applicable]

## **Methodology**

This section will set out the methodology the FM used to perform the FM services:

*[INSERT NAME OF CONTRACTOR] was engaged as a Fairness Monitor (FM) to observe the [INSERT PROCESS] for [INSERT NAME OF THE MONITORED ACTIVITY], and to attest to the fairness, openness and transparency of this monitored activity.*

*In accordance with the terms of our engagement, we familiarized ourselves with the relevant documents, observed [INSERT APPROPRIATE PHASES/STAGES OBSERVED, FOR EXAMPLE, PRE-BID-SOLICITATION ACTIVITIES, BID SOLICITATION ACTIVITIES, ETC.] identifying fairness-related matters to the [INSERT APPROPRIATE PARTIES, FOR EXAMPLE, CONTRACTING AND TECHNICAL AUTHORITIES] and ensuring that responses and actions were reasonable and appropriate.*

---

**Reference Documents**

This section will include a list of any documents referred to in the report such as an RFP, any amendments, clarification letters, debriefing letters, etc.

*The following documents are referenced by number in this report and unless otherwise indicated, are available through PWGSC.*

[INSERT APPROPRIATE DOCUMENTS AS NECESSARY]

#	Document	Document date/number
1	Request for Proposal	Posted on MERX [INSERT DATE]
2	Amendment 1 to RFP	Posted on MERX [INSERT DATE]
3	Bid Evaluation Plan	Dated [INSERT DATE]
4	Technical Evaluation Worksheet	Provided to Evaluation Team
5	Technical and Financial Evaluation Report	Dated [INSERT DATE]

**APPENDIX 3 TO ANNEX A  
GUIDELINE FOR ADDENDUM TO THE FINAL REPORT  
FOLLOWING CONTRACT AWARD AND DEBRIEFING(S)**

**ADDENDUM TO THE FINAL REPORT  
[INSERT DATE]**

**Addendum to Fairness Monitor Final Report dated [INSERT DATE] on [INSERT TITLE OF MONITORED ACTIVITY]**

*This Addendum to the Fairness Monitor Final Report covers the period following the conclusion of the evaluation phase.*

[INSERT TEXT COVERING ACTIVITIES RELATED TO CONTRACT AWARD. IN THE EVENT THERE WAS NO CONTRACT AWARD OR NO DEBRIEFING THIS MUST BE STATED IN THIS TEXT].

[CONCLUDE THIS ADDENDUM WITH AN ATTESTATION STATEMENT ON THE FAIRNESS, OPENNESS AND TRANSPARENCY OF THIS PHASE]. NOTE: ATTESTATION STATEMENT SHOULD BE CONSISTENT WITH DIRECTION GIVEN FOR THE FM FINAL REPORT.

The FM Contractor's signature will follow the attestation.

**Note:** The signature of the FM Contractor's representative who officially represents the FM Contractor in all of its dealings with Canada, as indicated in the contract, is required as well as the signature from the FM Team Leader and the FM Specialist.

\_\_\_\_\_  
[Name of FM Contractor's representative]  
[Title, FM Company Name]

\_\_\_\_\_  
[FM Team Leader's name]  
[Professional Designation if applicable]

\_\_\_\_\_  
[FM Specialist's name]  
[Professional Designation if applicable]

## APPENDIX 4 TO ANNEX A

### FAIRNESS MONITORS MINIMUM MANDATORY QUALIFICATIONS

At time of call-up, the FM Contractor must demonstrate to the Project Authority that the proposed resources meet the following minimum mandatory qualifications:

No.	Description of Criteria
M1	<p>One of the proposed resources must have a professional designation in good standing in one or more of the following:</p> <ul style="list-style-type: none"> <li>• <b>Accounting:</b> Chartered Accountants (CA), Certified Management Accountant (CMA), or Certified General Accountant (CGA)</li> <li>• <b>Architecture:</b> Canadian Provincial/Territorial Association of Architects</li> <li>• <b>Engineering:</b> Canadian Provincial/Territorial Association of Professional Engineering</li> <li>• <b>Internal Auditing:</b> Certified Internal Auditor (CIA) granted by The Institute of Internal Auditors (IIA)</li> <li>• <b>Law:</b> Canadian Provincial/Territorial Bar Association</li> <li>• <b>Procurement:</b> Certified Federal Specialist in Procurement Level I (Procurement and Materiel Management (PG) Certification), Supply Chain Management Professional (SCMP), Certified Professional Public Buyer (CPPB), Certified Purchasing Manager (CPM), Certified Professional Purchaser (CPP), Certified Professional in Supply Management (CPSM), Certified Public Purchasing Officer (CPPO)</li> <li>• <b>Real Property:</b> Accredited Appraiser Canadian Institute (AACI)</li> </ul>
M2	<p>The proposed FM Specialist must have completed<sup>1</sup> a minimum of three projects within the last five years of the date of the call-up in providing opinion services as described in the SOW. The three submitted projects must demonstrate that the proposed FM Specialist has the experience necessary to perform the services set out in the SOW. The submitted projects must also have required a minimum Level of Effort of 20 days from the proposed FM Specialist.</p> <p>To demonstrate the proposed FM Specialist experience, the FM Contractor should provide, as a minimum, the following for each project:</p> <ol style="list-style-type: none"> <li>a) A summary of the relevant project;</li> <li>b) Brief description of the scope and objective(s);</li> <li>c) Actual role and involvement provided by the FM Specialist in the project;</li> <li>d) Level of Effort (in days) provided by the FM Specialist;</li> <li>e) Start and end dates (month/year) of the project;</li> <li>f) Name of client and contact information; and</li> <li>g) Description of the outcome or actual results achieved or delivered (e.g. Report or contract awarded).</li> </ol> <p><b><u>If more than the three projects are submitted, only the first three in order of presentation will be evaluated.</u></b></p>

<sup>1</sup> A completed project is defined as a project where all deliverables have been submitted to the client.

No.	Description of Criteria
M3	<p>The proposed FM Team Leader (TL) must have experience in managing government projects and working with government officials at the Director level or higher as demonstrated through the <b>completion</b><sup>1</sup> of two projects within the last five years of the date of the call-up. Project Management Experience includes planning and directing the projects as well as ensuring the quality of all products and services delivered under that project. While Project Management Experience gained on government projects is preferred, it is recognized that project management experience may have been gained on non-government projects. Accordingly, all projects submitted will be rated in accordance with the following:</p> <p>To demonstrate the proposed FM TL experience, the FM Contractor should provide, as a minimum, the following for each project:</p> <ul style="list-style-type: none"> <li>a) A summary of the relevant project;</li> <li>b) Brief description of the scope and objective(s);</li> <li>c) Start and end dates (month/year) of the project;</li> <li>d) Number of resources assigned to the project;</li> <li>e) The reporting structure of the project team;</li> <li>f) The FM TL's responsibility in the project;</li> <li>g) How the FM TL planned, directed and controlled the activities of the project team;</li> <li>h) Name of client and contact information; and</li> <li>i) Description of the outcome or actual results achieved or delivered (e.g. Report or contract awarded).</li> </ul> <p><b><u>If more than the two projects are submitted, only the first two in order of presentation will be evaluated.</u></b></p>

**ANNEX B****BASIS OF PAYMENT**

1. The Contractor will be paid as specified below, for Work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- 1.1 The Contractor will be paid firm all inclusive daily rate as follows:

Resource Category	Firm All Inclusive Daily Rate			
	Initial Period	Option Period 1	Option Period 2	Option Period 3
FM Team Leader	\$	\$	\$	\$
FM Specialist	\$	\$	\$	\$

Work Day: A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the firm all inclusive daily rate must be prorated to reflect the actual time worked.

## 2. Travel and Living Expenses

- (a) Canada will not accept any travel and living expenses for:
- (i) Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Web site: <http://laws.justice.gc.ca/en/N-4/> ;
  - (ii) Any travel between the Contractor's place of business or the proposed resource work location and the NCR required to satisfy the terms of the Contract; and
  - (iii) Work performed within 100 km of the Contractor's place of business or the proposed resource work location and the work location identified in the call-up.

These expenses are included in the firm all inclusive daily rates in section 1 above.

- (b) For Work to be performed outside the NCR and outside the 100 km radius:
- (i) 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 profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board 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"; and

- 
- (ii) The Contractor will be paid its authorized travel time, reasonably and properly incurred in the performance of the Work for travel occurring within a twenty-four hour period, without any allowance for overhead or profit. A day is defined as 7.5 hours. Time for travel that is more or less than a day must be prorated to reflect actual time for travel in accordance with the following formula:
- $$\frac{\text{travel time hours} \times \text{all inclusive fixed daily rate}}{7.5 \text{ hours}}$$
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.



**ANNEX C****SECURITY REQUIREMENTS CHECK LIST**

There are four generic Security Requirements Check Lists (SRCLs), which Public Works and Government Services Canada (PWGSC) anticipates will satisfy most security requirements associated with individual Call-ups issued against the Standing Offer (SO).

**i. GENERIC SRCL FOR CANADIAN SUPPLIER, PWGSC FILE # EP737-122873(1):**

1. The Offeror must, at all times during the performance of the SO, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), PWGSC.
2. The Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD, PWGSC.
3. The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Offeror must comply with the provisions of the:
  - a) SRCL, attached at Annex C;
  - b) Industrial Security Manual (Latest Edition).

**ii. GENERIC SRCL FOR CANADIAN SUPPLIER, PWGSC FILE # EP737-122873(3):**

1. The Offeror must, at all times during the performance of the SO, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the CISD, PWGSC.
2. The Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD, PWGSC.
3. The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Offeror must comply with the provisions of the:
  - a) SRCL, attached at Annex C;
  - b) Industrial Security Manual (Latest Edition).

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**If the requirement is subject to the Controlled Goods Program, the Client will determine which of the following two generic SRCLs will be used:**

**iii. GENERIC SRCL FOR CANADIAN SUPPLIER, PWGSC FILE # EP737-122873(2):**

1. The Offeror must, at all times during the performance of the SO, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the CISC, PWGSC.
2. The Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISC, PWGSC.
3. The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISC/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISC/PWGSC.
5. The Offeror must comply with the provisions of the:
  - a) SRCL, attached at Annex C;
  - b) Industrial Security Manual (Latest Edition).

**iv. GENERIC SRCL FOR CANADIAN SUPPLIER, PWGSC FILE # EP737-122873(4):**

1. The Offeror must, at all times during the performance of the SO, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of SECRET, issued by the CISC, PWGSC.
2. The Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISC, PWGSC.
3. The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISC/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISC/PWGSC.
5. The Offeror must comply with the provisions of the:
  - a) SRCL, attached at Annex C;
  - b) Industrial Security Manual (Latest Edition).

**ANNEX D****INSURANCE REQUIREMENTS****D.1 Commercial General Liability Insurance**

1. The Offeror must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Standing Offer (SO), in an amount usual for a SO of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Offeror's performance of the SO. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Offeror.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Offeror and/or arising out of operations that have been completed by the Offeror.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the SO, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the SO Authority 30 calendar days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the SO.

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## D.2 Errors and Omissions Liability Insurance

1. The Offeror must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the SO, in an amount usual for a SO of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the SO.
3. The following endorsement must be included: Notice of Cancellation: The Insurer will endeavour to provide the SO Authority 30 calendar days written notice of cancellation.



Government of Canada  
Gouvernement du Canada

Revised #1

Contract Number / Numéro du contrat

EP737-12-2873 (1)

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction Departmental Oversight Branch		
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Standing Offer for Fairness Monitoring Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada





Government of Canada  
Gouvernement du Canada

Revised #1

Contract Number / Numéro du contrat

EP737-12-2873 (1)

Security Classification / Classification de sécurité  
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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government of Canada  
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Revised #1

Contract Number / Numéro du contrat

EP737-12-2873 (1)

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET	NATO RESTRICTED  NATO DIFFUSION RESTREINTS	NATO CONFIDENTIAL  NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET  TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production	✓															
IT Media / Support TI	✓															
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





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PART 1 AUTHORIZATION / PARTIE 1 AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Glendenning, Janet	Analyst		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-958-6300	819-958-6402	janet.glendenning@tpsgc-pwgsc.gc.ca	2012/08/13
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Charon, Annick	SO		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-958-0615	819-934-1448	annick.charon@tpsgc-pwgsc.gc.ca	August 13, 2012
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Roxanne Antille	Contract Security Officer, Contract Security Division		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
Roxanne.Antille@tpsgc-pwgsc.gc.ca			Aug 14/12
Tel/Tél - 613-957-6168 / Fax/Télec - 613-954-4171			





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP737-12-2873 (2)

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Departmental Oversight Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Standing Offer for Fairness Monitoring Services			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>		NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>		COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>			TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>			TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP737-12-2873 (2)

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

Reliability Status with Controlled Goods

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada





**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMINT TRIS SECRET	PROTECTED Protégé			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIAL		TRIS SECRET		NATO CONFIDENTIAL			A	B	C	CONFIDENTIAL		TRIS SECRET
Information / Assemblée Rencontres / Biera Production		✓														
IT Media / Support IT IT Link / Lien électronique	✓															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Revised #1 PMA

Contract Number / Numéro du contrat EP-737-12-2873 (3)
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Departmental Oversight Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Standing Offer for Facilities Monitoring Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c))		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. (Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? (S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>





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Revised #1 RMA

Contract Number / Numéro du contrat

EP-737-12-2873 (3)

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☐ RELIABILITY STATUS  
COTE DE FIABILITÉ

☐ CONFIDENTIAL  
CONFIDENTIEL

☒ SECRET  
SECRET

☐ TOP SECRET  
TRÈS SECRET

☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ NATO SECRET  
NATO SECRET

☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government  
of Canada

Gouvernement  
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Revised #1 RPT

Contract Number / Numéro du contrat

EP-737-12-2873 (3)

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		Très SECRET
Information / Assets Renseignements / Biens Production					✓											
IT Media / Support IT		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





Government of Canada  
Gouvernement du Canada

Revised #1 RAA

Contract Number / Numéro du contrat

EP-737-12-2873 (3)

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Glendonning, Janet

Analyst

Telephone No. - N° de téléphone  
819-958-5300

Facsimile No. - N° de télécopieur  
819-958-8402

E-mail address - Adresse courriel  
janet.glendonning@tpsgc-pwgsc.gc.ca

Date  
2012/08/13

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Charron, Annick

SO

Telephone No. - N° de téléphone  
819-958-0615

Facsimile No. - N° de télécopieur  
819-934-1448

E-mail address - Adresse courriel  
annick.charron@tpsgc-pwgsc.gc.ca

Date

August 13, 2012

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No  
Non ☐ Yes  
Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Roxanne Antille

Contract Security Officer, Contract Security Division

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

Roxanne.Antille@tpsgc-pwgsc.gc.ca

Tel/Tél: 613-957-6166 / Fax/Fax: 613-954-4171

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



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du Canada

Contract Number / Numéro du contrat

EP737-12-2873 (4)

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Departmental Oversight Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Standing Offer for Fairness Monitoring Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP737-12-2573 (4)

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☐ RELIABILITY STATUS  
COTE DE FIABILITÉ

☐ CONFIDENTIAL  
CONFIDENTIEL

☒ SECRET  
SECRET

☐ TOP SECRET  
TRÈS SECRET

☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ NATO SECRET  
NATO SECRET

☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

Secret status with controlled goods

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

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Canada



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMINT TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COMINT TOP SECRET TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production					✓											
IT Media / Support TI		✓														
IT Link / Lien Electronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

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