

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

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

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

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**  
TPSGC/PWGSC  
1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Formation informatique	
<b>Solicitation No. - N° de l'invitation</b> E6QUE-110008/A	<b>Date</b> 2012-03-01
<b>Client Reference No. - N° de référence du client</b> E6QUE-11-0008	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-026-14480
<b>File No. - N° de dossier</b> QCL-1-34699 (026)	<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 2012-04-11</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> VOIR DOC.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gallant, Julie	<b>Buyer Id - Id de l'acheteur</b> qcl026
<b>Telephone No. - N° de téléphone</b> (418)649-2931 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Tous les ministères et organismes Fédéraux du Québec métropolitain incluant Valcartier et Donnacona QUEBEC Québec Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

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

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

1. Security Requirement
2. Financial Capability

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Priority of Documents
11. Certifications
12. Applicable Laws
13. Publication of Standing Offers
14. SACC Manual Clauses

### **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. SACC Manual Clauses
7. Cancellation of Courses

#### List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Rate Table
- Annex D - Information on Suppliers and Outlets
- Annex E - List of Federal Departments and Agencies
- Annex F - Security Requirements Check List
- Annex G - Aboriginal Business

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) template is divided into six parts:

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 and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts 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, the security requirement, if applicable, and the basis of selection;

Part 5, Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include :

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Rate Table
- Annex D - Information on Suppliers and Outlets
- Annex E - List of Federal Departments and Agencies
- Annex F - Security Requirements Check List
- Annex G - Aboriginal Business

## 2. Summary

As and when call-ups against the Standing Offer are made to provide computer training services. This does not include technology-assisted training, such as computer- or video-aided training and self-instruction. The objective is to establish an inventory of computer training suppliers by sector for various types of training, such as those listed in Annex A, Statement of Work. All qualified suppliers who have submitted offers will be listed in the inventory.

### Multiple Standing Offers

In order to meet the needs of client departments, Canada plans to issue multiple Standing Offers to computer training service providers who meet the evaluation criteria and method of selection set out in detail in this document.

An undetermined number of Standing Offers may be established subsequent to this Request for Standing Offers. To make administration of the Standing Offers easier, all Standing Offers issued subsequent to this solicitation will reflect a dollar value of "NIL". This in no way limits the volume of business the Offeror may do with the federal government.

The computer training services will be available to all federal departments and agencies in the Province of Quebec. For the purposes of standing offers, Quebec is divided into **six (6) sectors: 1. Quebec City (including Donnacona, Valcartier and Lévis); 2. Rimouski, Lower St. Lawrence, Gaspé; 3. Saguenay/Lac St-Jean (including Bagotville and Jonquière) and North Shore; 4. Montreal (including Montreal Island, Laval, Longueuil, St-Jean-sur-Richelieu and Montreal's surrounding suburbs); 5. Trois-Rivières and Shawinigan; and 6. Sherbrooke.** The inventory will be accessible to all of the federal departments and agencies identified in Annex E

The period of the standing offer is **from the award of the standing offer to June 30, 2014, inclusive.**

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Financial Requirements, and Part 7 - Resulting Contract Clauses. Bidders 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.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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Though this contract has not been set aside under the federal government's Procurement Strategy for Aboriginal Business, enterprises are invited to identify themselves in the Annex D - Information on Suppliers and Outlets and to complete Annex G. A list of Aboriginal enterprises will be included in the directory manual to enable users to identify Aboriginal businesses that responded to the call for standing offers.

### **3. Security Requirement**

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

### **4. Debriefings**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within **15 working days** of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

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 Standing Offer and resulting contract(s).

The 2006 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 12.1. (a) and (b) of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

1. Canada may reject an offer where any of the following circumstances is present:
  - (a) the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
  - (b) an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;

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: one hundred twenty (120) days

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority at [julie.gallant@tpsgc-pwgsc.gc.ca](mailto:julie.gallant@tpsgc-pwgsc.gc.ca) no later than five (5) calendar days before the Request for Standing Offers (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 Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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: 1 hard copy and one electronic copy of the **Information on Suppliers and Branch Offices Table in Annex D in Excel format** to the following e-mail address:

[QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca](mailto:QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca)

Section II : Financial offer: 1 hard copy and one electronic copy of the **Rate Table in Annex C in Excel format** to the following e-mail address:

[QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca](mailto:QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca)

Section III: Certifications (1 hard copy)

**Hard copy required** : A hard copy must be submitted or faxed.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 Request for Standing Offers.

#### 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.

#### Section II: Financial Offer

Offerors must submit their financial offer in **Canadian dollars** in accordance with the **Annex B Basis of Payment** and the **Annex C Rate Table**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

## Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b)  Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### 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 Request for Standing Offers 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 criterion

At bid closing time, the Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid which fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

- (A) The Offeror **must** provide a current list of course offerings by submitting its course catalogue or providing its Internet address:

- Internet address: \_\_\_\_\_

- Course catalogue: \_\_\_\_\_

The following information should appear in the catalogue or at the Internet address indicated above:

- Title of course;
- Description of the course in the language in which it will be delivered (eg: for training given in French, the description given in the catalogue or at the Internet address should be written in French);
- Duration of the course.

- (B) The Offeror **must** demonstrate that it has quality control procedures in place to ensure the quality of training and performance of instructors. Details **must** be given (use additional sheets as needed):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 
- (C) The Offeror **must** provide a copy of a contract or invoice that shows that it had executed five (5) training contracts, in any category identified in the present standing offer, **in each sector** for which he has indicated rates. These trainings must have taken place in the past six months from the request for proposal closing date .

For each contract, you must indicate:

- the name of the training course;
- the date of the training course;
- the length of the training course;
- the location of the training course.

**Example:** You indicated rates for Quebec City, Montreal and Sherbrooke.

This means that you must provide the following: a copy of a contract or invoice that shows that you had five (5) training contracts in any category in the past six months in the Quebec City sector, a copy of a contract or invoice that shows that you had five (5) training contracts in any category in the past six months in the Montreal sector, and a copy of a contract or invoice that shows that you had five (5) training contracts in any category in the past six months in the Sherbrooke sector.

## 1.2 Financial Evaluation

The offer price will be evaluated in Canadian dollars, Goods and Services Tax or Harmonized Sales Tax excluded, FOB destination, including Canada customs duties and excise taxes.

## 2. Basis of Selection

### 2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. All responsive offers will be recommended for issuance of a standing offer.

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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. 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 standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. 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 Standing Offer 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 Standing Offer 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 Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 1.1 Federal Contractors Program - \$200,000 or more

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 standing offer. 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 standing offer.

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*. 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, 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, 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, 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, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid 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.

## 1.2 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, 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), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension

Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

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

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.

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## **PART 6 -SECURITY AND FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder'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 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
2. For additional information on security requirements, bidders 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. Financial Capability**

SACC Manual clause A9033T (2011-05-16), Financial Capability

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Security Requirement

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor must comply with the provisions of the:

(a) Security Requirements Check List and security guide (if applicable), attached at **Annex F**;

(b) Industrial Security Manual (Latest Edition).

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## 3.2 Standing Offers Reporting

### 3.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted each semester to the Standing Offer Authority at [julie.gallant@tpsgc-pwgsc.gc.ca](mailto:julie.gallant@tpsgc-pwgsc.gc.ca).

The semester reporting periods are defined as follows:

1st semester : July 1 to December 31;

2nd semester : January 1 to June 30.

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

Hereunder is an example of informations required in the reports:

Client Department	Total amount for the semester from _____ to _____
National Defence	\$ _____
Fisheries and Oceans Canada	\$ _____
Transport Canada	\$ _____

## 4. Term of Standing Offer

### 4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is **from the award of the standing offer to June 30, 2014** inclusive.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Julie Gallant  
Public Works and Government Services Canada  
Acquisitions Branch  
Quebec Region  
1550, D'Estimauville avenue  
Quebec, Quebec, G1J 0C7  
CANADA

Telephone: 418-649-2931  
Facsimile: 418-648-2209  
E-mail address: julie.gallant@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, 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 Standing Offer by any Identified User.

### 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer. 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 Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 5.3 Offeror Contacts

See the instructions and complete the Information on Suppliers and Outlets shown in **Annex D**.

## 6. Identified Users

Designated users authorized to issue call-ups against the Standing Offer are the persons so designated by federal departments and agencies. A list of these federal departments and agencies is shown in **Annex E** of this Request for Standing Offers.

## 7. Call-up Procedures

Call-ups will be given to the lowest bidder who meets the requirement of the client department, with right of first refusal. If the lowest bidder cannot meet the client's requirement, an offer will be made to the next-lowest bidder and so on until a supplier is able to meet the requirement. Note that the onus is on the client department to determine the nature of its requirement, select the lowest bidder from the list of suppliers provided in the index of standing offers on the PWGSC

Web site <http://soi.pwgsc.gc.ca> and proceed on a first-refusal basis. The list is available to all users in federal departments and agencies listed in Annex E.

To determine the lowest bidder, the client must:

- |        |   |
|--------|---|
| First  | Determine the sector among the six sectors;                                     |
| Second | Determine the type of training among the nine types;                            |
| Third  | Determine the category;   |
| Fourth | Determine the training site (client's or supplier's premises);                  |
| Fifth  | Determine the number of students;   |
| Sixth  | Select the supplier with the lowest firm per-day rate for the desired training. |

**Example:** You need Excel training on the supplier's premises for a group of six students in Quebec City:

- |    |                        |   |
|----|------------------------|---|
| 1. | Sector:                | Quebec City   |
| 2. | Type of training:      | Basic/intermediate business software training         |
| 3. | Category:              | Spreadsheets  |
| 4. | Training site:         | Supplier's premises                                   |
| 5. | Number of students:    | "4-6 students" column rate                            |
| 6. | Selection of supplier: | Select the supplier with the lowest firm per-day rate |

You will obtain the firm per-day rate for Excel training from the supplier with the lowest price.

### **Training in the client's office in another sector**

Where the person in charge of computer training (project officer) in the client department determines that there are no suppliers for the category of training required in the geographic area where the services are to be provided, the officer may use a supplier from the nearest sector to meet the requirement, provided the lowest bidder rule referred to above is applied. In such cases, travel costs will be applicable based on Annex B of this document - Basis of Payment, travel and living costs in special circumstances.

### **8. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or electronic document.

### **9. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed **40 000 \$** (Goods and Services Tax or Harmonized Sales Tax included).

## 10. 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 Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2011-05-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010C** (2011-05-16), General Conditions - Services (Medium Complexity);
- e) Annex A Statement of Work;
- f) Annex B Basis of Payment;
- g) Annex C Rate Table;
- h) Annex D Information on Suppliers and Outlets;
- i) Annex E List of Federal Departments and Agencies
- j) Annex F Security Requirements Check List
- k) Annex G Aboriginal Business
- l) the Offeror's offer \_\_\_\_\_ (*insert date of offer*).

## 11. Certifications

### 11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. 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 Standing Offer.

## 12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

---

### **13. Publication of Standing Offers**

Every authorized Regional Master Standing Offer will be listed on PWGSC's Standing Offer Index Web site (<http://soi.tpsgc.gc.ca>), which be available to all materiel managers in the Quebec Region. The index includes all the terms and conditions and each supplier's profile, which includes the following information: geographic sector, type of training and category in which training is offered, and per-day rates.

The Web site is subject to the *Access to Information Act*. Consequently, PWGSC cannot protect or preserve the confidentiality of the information.

### **14. SACC Manual Clauses**

M3800C(2006-08-15), Estimates

## **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.

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2011-05-16) will not apply to payments made by credit cards at point of sale.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

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

### **4. Payment**

#### **4.1 Basis of Payment**

Provided that all contract conditions are met, the contractor will be paid a firm price in accordance with **Annex B, Basis of Payment and with the rates in Annex C, Rate table by Category**. Customs duties are included, but any applicable Goods and Services Tax or Harmonized Sales Tax is not.

#### **4.2 SACC Manual Clauses**

A9117C(2007-11-30), T1204 - Direct Request by Customer Department  
C6000C (2011-05-16), Limitation of Price  
H1000C (2008-05-12), Single Payment

#### **4.3 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 5. Invoicing Instructions

Invoices shall be submitted on a "per call-up" basis on the Contractor's own invoice form and shall be prepared to show:

- (a) Supplier's name, address, etc.
- (b) "Ship to" (Address from call-up)
- (c) Consignee code from call-up (only required where available from call-up)
- (d) Supplier Standing offer number (e.g. E6MON-110008/00X/QCL)
- (e) Customer department's requisition number from call-up
- (f) Financial codes as shown on page 1 of this Standing Offer or in the call-up
- (g) Period in which courses were provided
- (h) Courses provided
- (i) Total payable, based on the Basis of Payment
- (j) Client Reference Number (CRN)
- (k) The Procurement Business Number.

**The original and two (2) copies** shall be sent to the designated addressee for certification of services rendered.

## 6. SACC Manual Clauses

G1005C(2008-05-12), Insurance

A9006C(2008-05-12), Defence Contract

A9062C(2011-05-16), Canadian Forces Site Regulations

A9068C (2010-01-11), Government Site Regulations

## 7. Cancellation of Courses

Without limiting the scope of any other condition, all or part of a call-up may be cancelled by the project officer by giving written notice 10 business days before the course begins. No costs will be charged to the client for this type of cancellation.

### 0 to 9 days' notice:

Where 0 to 9 days' notice is given, the project officer may replace one student with another at no cost.

Where 0 to 9 days' notice is given and a medical note is provided, a call-up may be cancelled for a student at no cost.

Where 0 to 9 days' notice is given and a medical note is not provided, the supplier will charge the client department the full cost of the course.

## ANNEX A

### STATEMENT OF WORK

#### DESCRIPTION :

As and when call-ups against the Standing Offer are made, to provide computer training services to all federal departments and agencies in the Province of Quebec (except the Gatineau region). For the purposes of standing offers, Quebec is divided into **six (6) sectors**: **1. Quebec City** (*including Donnacona, Valcartier and Lévis*); **2. Rimouski, Lower St. Lawrence, Gaspé**; **3. Saguenay/Lac St-Jean** (*including Bagotville and Jonquière*) and **North Shore**; **4. Montreal** (*including Montreal Island, Laval, Longueuil, St-Jean-sur-Richelieu and Montreal's surrounding suburbs*); **5. Trois-Rivières and Shawinigan**; and **6. Sherbrooke**. This does not include technology-assisted training, such as computer- or video-aided training and self-instruction. The objective is to establish an inventory of computer training suppliers by sector for various types of training, such as those listed in Annex A, Statement of Work. The inventory will be in place for two full years, and all qualified suppliers who have submitted offers will be listed. The inventory will be accessible to all of the federal departments and agencies identified in Annex E.

#### SERVICES :

The supplier will provide computer training services at the request of the designated users authorized to use the Regional Master Standing Offer. The training will be classified by type, i.e., 1, 2, 3, 4, 5, 6, 7, 8 or 9, as described hereafter and shall fall into one of the following categories:

#### TYPE OF TRAINING

Type 1	Basic/intermediate business software training
Type 2	Advanced/specialized business software training
Type 3	Basic Web training
Type 4	Advanced Web training
Type 5	Standard IT training
Type 6	Specialized IT training
Type 7	Advanced Specialized IT training
Type 8	Oracle training
Type 9	Advanced Specialized Oracle training

**CATEGORIES :**

<b>Type 1</b>	
<b>Basic/intermediate business software training</b>	
<b>CATEGORIES</b>	
<b>Word processing</b>	Word, Word Perfect, Writer, Open Office, Antidote, etc.
<b>Spreadsheets</b>	Excel, Quattro, Calc, etc.
<b>Presentation</b>	Powerpoint, Impress, etc.
<b>Messaging</b>	Outlook, Lotus notes, Groupwise, etc.
<b>Databases</b>	Access, Filemaker, etc.
<b>Web browser</b>	Internet Explorer, Firefox, Opera, etc.
<b>Operating system (use)</b>	Windows, Linux, Mac OS, etc.

<b>Type 2</b>	
<b>Advanced/specialized business software training</b>	
<b>CATEGORIES</b>	
<b>Word processing</b>	Word, Word Perfect, Writer, etc.
<b>Spreadsheets</b>	Excel, Quattro, Calc, etc.
<b>Presentation</b>	Powerpoint, Impress, etc.
<b>Messaging</b>	Outlook, Lotus notes, Groupwise, etc.
<b>Databases</b>	Access, Filemaker, etc.
<b>Operating system (troubleshooting)</b>	Windows, Linux, Mac OS, etc.

**Type 3****Basic Web training**

<b>CATEGORIES</b>	
<b>Project management (Ms project)</b>	Ms Project, etc.
<b>Graphics/Desktop publishing</b>	Quark, Adobe, Publisher, etc.
<b>Multimedia</b>	Adobe, Articulate, etc.
<b>Web design</b>	Dreamweaver, Expression web, etc.

**Type 4****Advanced Web training**

<b>CATEGORIES</b>	
<b>Project management (Ms project)</b>	Ms Project, etc.
<b>Graphics/Desktop publishing</b>	Quark, Adobe, Publisher, etc.
<b>Multimedia</b>	Adobe, Articulate, etc.
<b>Web design</b>	Dreamweaver, Expression web, etc.

**Type 5****Standard IT training**

<b>CATEGORIES</b>	
<b>Open systems</b>	Linux, Red Hat, Apache, etc.
<b>Operating system/servers</b>	Windows, Exchange, Novell, etc.
<b>Directory service</b>	AD, NDS, Open LDAP), etc.
<b>Virtualisation</b>	Microsoft, etc.
<b>Programming languages</b>	ASP.NET, C#, VB, C++, Php, Java, etc.
<b>SQL and SQL server</b>	Transact-SQL, Oracle, Mysql, Postgresql, SQL, etc.
<b>ComptIA</b>	A+, CTT+, Network Plus, etc.
<b>Computer security training (user awareness)</b>	

<b>Type 6</b>	
<b>Specialized IT training</b>	
<b>CATEGORIES</b>	
<b>Telecommunications</b>	Cisco, Call Pilot Application Builder, etc.
<b>Virtualisation</b>	Vmware, Citrix, etc.
<b>Systems analysis and design</b>	Itil – Foundation, Agile – Introduction, etc.
<b>Technical drawing</b>	Autocad, DAO, etc.
<b>Business intelligence training</b>	Transact-SQL, SQL, MySQL, PostGreSQL, Date warehousing, etc.
<b>IT security</b>	

<b>Type 7</b>	
<b>Advanced Specialized IT training</b>	
<b>CATEGORIES</b>	
<b>Telecommunications</b>	Cisco ICN D1, Cisco ICN D2, etc.
<b>Systems analysis and design</b>	Itil, Agile, UML, Rup, etc.
<b>Business intelligence training</b>	Transact-SQL, SQL, MySQL, PostGreSQL, Date warehousing, etc.
<b>Specialized security</b>	OSSI, etc.
<b>Mainframe training</b>	

**Type 8****Oracle training**

<b>CATEGORIES</b>	
<b>Oracle</b>	SQL, PL/SQL, Développement, Java, etc.

**Type 9****Advanced Specialized Oracle training**

<b>CATEGORIES</b>	
<b>Oracle</b>	Portals, administration avancée, Siebels, Enterprise Manager, etc.

Suppliers will be responsible for determining the type and category of training that will be offered, and must keep a list of their courses on a WEB site or provide a catalogue of their courses at the user's request. At the user's request, the supplier shall provide the following information for each course:

- Type of training
- Course category
- Title and description of the course (English, French or both)
- Language of instruction (English, French or both)
- Language of the software program (English, French or both)
- Length of course (number of days)

Clients may request slight changes to the courses offered by the supplier without the course content departing significantly from the course content initially proposed. The teaching staff must have a full command of the language in which they teach (English or French).

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## COURSE CANCELLATION

See the terms and conditions in section 7, Part 6B, Clauses of the Subsequent Contract.

## MANDATORY REPORTS

The supplier shall provide for the Crown, at no additional charge, the deliverables, such as documents or reports (such as participants' course evaluation reports) required by the client departments and by the standing offer administrative authority.

The supplier shall submit to the PWGSC standing offer administrative authority reports on the amount of business with each client that indicate the total sales (total amount billed) transacted with the federal government separately from the offers. The reports shall include the reporting period, the name of the supplier, the name of the department or agency, and the total amount billed (**see Part 6A section 3.2, Standing Offers - Drafting of Reports**).

Failure to comply with these requirements may result in termination of use of the standing offer by Canada.

## CONTACT PERSONS

The contact persons indicated in the List of Suppliers and Outlets Table in Annex D who are authorized to receive the orders of designated users must be able to speak French.

These contact persons must answer customers' questions Monday through Friday from 9:00 to 17:00 (email and phone). A return call or email must be made within a maximum of 4 hours.

## TRAINING SITE

The supplier shall provide premises and the necessary equipment (one computer per student, work tables, chairs, projector, or other equipment for providing the training) in the sector in which the supplier offers its services, ie, **1. Quebec City** (*including Donnacona, Valcartier and Lévis*); **2. Rimouski, Lower St. Lawrence, and Gaspé**; **3. Saguenay/Lac St-Jean** (*including Bagotville and Jonquière*) and the **North Shore**; **4. Montreal** (*including Montreal Island, Laval, Longueuil, St-Jean-sur-Richelieu and Montreal's surrounding suburbs*); **5. Trois-Rivières and Shawinigan**; and **6. Sherbrooke**.

Each training room must be sufficiently large to accommodate the numbers of students in the groups for which the supplier indicate rates in Annex C: Rate Table.

**Training on the client's premises:**

The supplier provides the trainer and standard teaching materials, but the client provides space and equipment. At the client's request, however, the supplier may be required to comply with specific directives regarding the use of equipment, such as restrictions on laptop computers, discs or external storage devices (USB keys, DVDs, CD ROMs) on security grounds.

**SUPPLIERS AND OUTLETS****- Annex D: List of Suppliers and Outlets Table**

**NB:** The Head Office in the **List of Suppliers and Outlets Table** in Annex D is responsible for notifying all of its outlets of the rates that will be indicated in the standing offer and of the official contact person at PWGSC who handles all complaints.

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## ANNEX B

### BASIS OF PAYMENT

#### RATES :

The supplier shall submit in **Annex C: Rate Table**, all-inclusive **firm rates in Canadian dollars**, with GST/HST charged in addition, that are valid for the term of the standing offer.

The supplier shall provide premises and the necessary equipment (one computer per student, work tables, chairs, projector, or other equipment for providing the training) in the sector in which the supplier offers its services, ie, **1. Quebec City** (*including Donnacona, Valcartier and Lévis*); **2. Rimouski, Lower St. Lawrence, and Gaspé**; **3. Saguenay/Lac St-Jean** (*including Bagotville and Jonquière*) and the **North Shore**; **4. Montreal** (*including Montreal Island, Laval, Longueuil, St-Jean-sur-Richelieu and Montreal's surrounding suburbs*); **5. Trois-Rivières and Shawinigan**; and **6. Sherbrooke**.

Each training room must be sufficiently large to accommodate the numbers of students in the groups for which the supplier is submitting an offer in Annex C: Rate Table.

#### RATE FOR EACH COURSE IN EACH SECTOR FOR WHICH AN OFFER IS SUBMITTED :

For each course in each sector for which an offer is submitted and that is given in the client's offices or in the supplier's offices, the rate per group and per student includes the instructor, standard teaching materials, all standard expenses associated with the delivery of services, including, but not limited to, the following: local travel, word processing, reports, photocopies, courier services, evaluations and telephone calls.

- **Firm daily rate**

A firm daily rate includes a course lasting six to seven hours, depending on the type and category of training for the industry standard.

- **Training in the client's offices**

The supplier will provide the instructor and standard teaching materials, but the client will provide rooms and equipment. At the client's request, however, the supplier may be required to comply with specific directives regarding the use of equipment, such as restrictions on laptop computers, discs or external storage devices (USB keys, DVDs, CD ROMs) on security grounds.

- **Training in the supplier's offices**

The supplier will provide the instructor, standard teaching materials, rooms and equipment.

- **Firm rate for certified teaching materials per day and per student**

The rates indicated in this column are in addition to the firm daily rate per student or per group. It is possible that a group may take a course in order to be certified, but only wants one copy of the certified teaching materials for the group.

Students may take a course without necessarily becoming certified students, in which case the firm daily rate applies and the students will receive the standard teaching materials.

- **Hourly rate for customizing a course to be given in the client's offices or in the supplier's offices**

This rate applies when a client requests changes to a course and would like a few hours with an instructor to answer questions. This rate applies when the client has a nonstandard requirement indicated in a course.

**The supplier will be reimbursed in accordance with the firm rates shown in Annex C: Rate Table.**

---

## **Travel and living expenses in special circumstances**

As indicated in the procedures for call-ups in Part 7A, section 6, “Training in the client’s offices in another geographic area”, the supplier may be required to travel to other areas of the province of Quebec. The supplier will be paid for authorized, reasonable and suitable travel and living expenses incurred while carrying out the work, with no markup allowed for overhead or profit. These costs will also be reimbursed in accordance with Treasury Board guidelines in effect at the time of travel. There will be no compensation for travel time.

All payments will be subject to government auditing.

All travel must be authorized in advance by the project leader.

The following is the Web site address for the Treasury Board travel policy:

**[http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html)**

Solicitation No. - N° de l'invitation

E6QUE-110008/A

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

E6QUE-11-0008

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-1-34699

Buyer ID - Id de l'acheteur

qc1026

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX C**

### **RATE TABLE**

The rate table appended to the bid solicitation package is to be inserted at this point and forms part of this document.

Solicitation No. - N° de l'invitation

E6QUE-110008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-1-34699

Buyer ID - Id de l'acheteur

qc1026

CCC No./N° CCC - FMS No/ N° VME

E6QUE-11-0008

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## **ANNEX D**

### **LIST OF SUPPLIERS AND OUTLETS**

The list of suppliers and outlets appended to the bid solicitation package is to be inserted at this point and forms part of this document.

Solicitation No. - N° de l'invitation

E6QUE-110008/A

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

E6QUE-11-0008

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-1-34699

Buyer ID - Id de l'acheteur

qc1026

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX E**

### **LIST OF FEDERAL DEPARTMENTS AND AGENCIES THAT USE THE STANDING OFFER**

List of identified users

The identified users authorized to make call-ups against the Standing Offer are persons designated by the federal departments and agencies listed at the following address:

<http://www.gc.ca/depts/major/depind-eng.html>

Solicitation No. - N° de l'invitation

E6QUE-110008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-1-34699

Buyer ID - Id de l'acheteur

qc1026

CCC No./N° CCC - FMS No/ N° VME

E6QUE-11-0008

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## **ANNEX F**

### **SECURITY REQUIREMENTS CHECK LIST**

The Security Requirements Check List (SRCL) appended to the bid solicitation package is to be inserted at this point and forms part of this document.

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## ANNEX G

### ABORIGINAL BUSINESS

**Outlet operating name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**Telephone number:** \_\_\_\_\_

**Fax number:** \_\_\_\_\_

**If several outlets are Aboriginal businesses, please complete this annex for each outlet concerned with the information for each business.**

#### **Requirements for the Set-aside Program for Aboriginal Business (2010-01-11)**

##### **Who is eligible?**

- An Aboriginal business, which can be:
- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization in which Aboriginal persons have at least 51 percent ownership and control,

OR

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

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

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The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

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

In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:

- meets the requirements for the Program and will continue to do so throughout the duration of the contract;
- will, upon request, provide evidence that it meets the eligibility criteria;
- is willing to be audited regarding the certification; and
- acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

### **How must the business prove that it meets the requirements?**

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

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may

engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

## **What evidence may be required from the business?**

### **Ownership and control**

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

Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A Set-aside Program for Aboriginal Business for a list of the factors, which may be considered by Canada.)

### **Employment and employees**

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses A3001T, M3030T or S3036T, as appropriate.

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

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

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility

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criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

## **Subcontracts**

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

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

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

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

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

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

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

## **Set-aside for Aboriginal Business**

The Offeror:

- certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

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The Offeror must check the applicable box below:

The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Offeror must check the applicable box below:

The Aboriginal business has fewer than six full-time employees.

OR

The Aboriginal business has six or more full-time employees.

The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

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

## **Appendix A**

### Set-aside Program for Aboriginal Business

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

- capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- dividend policy and payments;
- existence of stock options to employees;
- different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;

- 
- examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
  - concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
  - principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
  - minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
  - executive and employee compensation records for indication of level of efforts associated with position;
  - nature of the business in comparison with the type of contract being negotiated;
  - cash management practices, i.e., payment of dividends - preferred dividends in arrears;
  - tax returns to identify ownership and business history;
  - goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
  - contracts with owners, officers and employees to be fair and reasonable;
  - stockholder authority, i.e., appointments of officers, directors, auditors;
  - trust agreements made between parties to influence ownership and control decisions;
  - partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
  - litigation proceedings over ownership;
  - transfer pricing from non-Aboriginal joint venture;
  - payment of management or administrative fees;
  - guarantees made by the Aboriginal business;
  - collateral agreements.

### **Owner/Employee Certification**

Set-aside for Aboriginal Business

1. I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

Solicitation No. - N° de l'invitation

E6QUE-110008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

qc1026

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

E6QUE-11-0008

QCL-1-34699

CCC No./N° CCC - FMS No/ N° VME

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2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date"

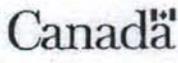


Contract Number / Numéro du contrat E6QUE-110008
Security Classification / Classification de sécurité sans classification

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 TPSGC/PWGSC		2. Branch or Directorate / Direction générale ou Direction Approvisionnement/Supply
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 Offre à commandes en formation micro-informatique		
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? 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 checked="" type="checkbox"/> No / Non <input 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 type="checkbox"/> No / Non <input checked="" 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 type="checkbox"/> S/O	NATO / OTAN <input type="checkbox"/> S/O	Foreign / Étranger <input type="checkbox"/> S/O
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input 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 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"/>

Security Classification / Classification de sécurité sans classification
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Contract Number / Numéro du contrat E6QUE-110008
Security Classification / Classification de sécurité sans classification

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

No / Non  Yes / Oui

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 / Non  Yes / 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 COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> 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 / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / Oui

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

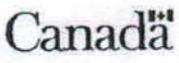
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non  Yes / 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 / Non  Yes / Oui

Security Classification / Classification de sécurité  
sans classification





Contract Number / Numéro du contrat <b>E6QUE-110008</b>
Security Classification / Classification de sécurité <b>sans classification</b>

**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 Restreinte	NATO Confidential / NATO Confidentiel	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidentiel	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?  No / Non  Yes / Oui  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

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.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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).

Security Classification / Classification de sécurité <b>sans classification</b>
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Contract Number / Numéro du contrat <b>E6QUE-110008</b>
Security Classification / Classification de sécurité <b>sans classification</b>

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) <b>Julie Gallant</b>		Title - Titre <b>Agent d'approvisionnement</b>	Signature 
Telephone no. - N° de téléphone <b>(418) 649-2931</b>	Facsimile - Télécopieur <b>(418) 648-2209</b>	E-mail address - Adresse courriel <b>julie.gallant@tpsgc-pwgsc.gc.ca</b>	Date <b>2011-12-21</b>
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) <b>PIERRE LEMIEUX</b>		Title - Titre <b>COORDONNATEUR SSPAU</b>	Signature 
Telephone no. - N° de téléphone <b>(418) 649-2910</b>	Facsimile - Télécopieur <b>(418) 649-2822</b>	E-mail address - Adresse courriel <b>pierre.lemieux@tpsgc.gc.ca</b>	Date <b>2011/12/21</b>
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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) <b>Julie Gallant</b>		Title - Titre <b>Agent d'approvisionnement</b>	Signature
Telephone no. - N° de téléphone <b>(418) 649-2931</b>	Facsimile - Télécopieur <b>(418) 648-2209</b>	E-mail address - Adresse courriel <b>julie.gallant@tpsgc-pwgsc.gc.ca</b>	Date
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) <b>Roxanne Antille</b>		Title - Titre <b>Contract Security Officer, Contract Security Division</b>	Signature 
E-mail address - Adresse courriel <b>Roxanne.Antille@tpsgc-pwgsc.gc.ca</b>		Telephone no. - N° de téléphone <b>(418) 649-2931</b>	Date <b>Jan 16 / 12</b>