

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 / Novau 0A1

Gatineau

Québec

K1A 0S5

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Electronic Information Technology Professional Sr
Div/Div des srv professionnels en technologie de

DIR/DIR des siv professionnels en technologie de l'information électronique

11 Laurier St. / 11 rue Laurier

4C1, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet SBIPS (Solutions Based)	
Solicitation No. - N° de l'invitation EN537-05IT01/G	Date 2011-04-01
Client Reference No. - N° de référence du client EN537-05IT01	GETS Ref. No. - N° de réf. de SEAG PW-\$\$EI-002-22619
File No. - N° de dossier 002ei.EN537-05IT01	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Toman, Rebecca	Buyer Id - Id de l'acheteur 002ei
Telephone No. - N° de téléphone (819)956-2375 ()	FAX No. - N° de FAX (819)956-7827
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Public Works and Government Services Canada Portage III, 0A1 11 Laurier, Gatineau, Québec K1A 0S5	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Supply Arrangement (RFSA)
for
Solutions-Based Informatics Professional Services (SBIPS) Refresh
for
Public Works and Government Services Canada (PWGSC) Clients

The original SBIPS solicitation was part of the first wave of the "Way Forward" strategic sourcing initiatives issued by PWGSC in fiscal year 2006/2007. The Way Forward was a wide-ranging, Government of Canada strategy, led by PWGSC to find innovative ways to deliver services smarter, faster and at a reduced cost. As the federal government's common services provider in procurement, PWGSC is committed to achieving the best value on behalf of Canadians. Two fundamental objectives are at the forefront of this initiative: saving money by maximizing efficiencies, taking advantage of economies of scale and leveraging existing expertise; and doing these things in an open, transparent way so as to preserve the confidence of Canadians in the integrity and fairness of the Government of Canada.

Make sure you read this entire document, as well as the documents incorporated by reference. By submitting an offer, offerors are acknowledging that they agree to the process described in this Request for Supply Arrangement (RFSA). Offerors who have questions or comments about this solicitation, can direct them to the SA Authority identified in this solicitation. The process for making enquiries is described in Part A. Because offers cannot be revised after bid closing, it is very important for offerors to ensure that they understand the requirements of this solicitation before submitting an offer.

Table of Contents

Structure and Format of this Solicitation	4
Part A: Bidding Process	6
Section 1: General Information	6
A1.1 Introduction	6
A1.2 Summary	6
A1.3 Security Requirement	8
A1.4 Supply Arrangement Refresh	8
A1.5 Domains of expertise of this Request for Supply Arrangement	8
A1.6 Nature of Mandatory Requirements	9
Section 2: Offeror Instructions	9
A2.1 Standard Instructions, Clauses and Conditions	9
A2.2 Submission of Bids	9
A2.3 Enquiries - Solicitation Period	10
A2.4 Applicable Laws	11
A2.5 Failure to Qualify	11
A2.6 Conflict of Interest and Unfair Advantage	11
Section 3: Bid Submission Instructions	11
A3.1 Offer Preparation Instructions	11
A3.2 Technical Offer	12
Section 4: Evaluation Procedures and Basis of Selection	13
A4.1 Evaluation Procedures	13
A4.2 Offeror's Time for Responding During Evaluation	13
A4.3 Basis of Selection	13
A4.4 Security Requirements	14
A4.6 Financial Viability	14
Section 5: Certifications	17
A5.1 Certifications Precedent to Issuance of a Supply Arrangement	17
Annex "A" to Part A - Offeror Profile	18
Annex "B" to Part A - Mandatory Evaluation Criteria	21
M.1 Financial Certification:	21
M.2 Minimum Years in Business:	22
M.3 Experience and Expertise of the Offeror:	22
M.4 Insurance requirements:	24
M.5 Security Clearance of the Offeror:	24
Annex "C" to Part A - Mandatory Certifications	26
Annex "D" to Part A - Aboriginal Business Certification	30
Part B Supply Arrangement	35
B.1 Supply Arrangement	35
B.2 Security Requirement	36
B.3 Standard Instructions, Clauses and Conditions	36
B.4 Supply Arrangement Reporting	37
B.5 Term of Supply Arrangement	37
B.6 Authorities For Canada	37
B.7 Supplier Representative(s)	38
B.8 Client	38
B.9 Ongoing Opportunity for Qualifications	38
B.10 Priority of Documents	39
B.11 Compliance	39
B.12 Continuing Qualification of Supply Arrangement	39
B.13 Applicable Laws	40

Solicitation No. - N° de l'invitation

EN537-05IT01/G

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

002ei

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EN537-05IT01

002eiEN537-05IT01

<i>B.14 Bid Solicitation</i>	41
<i>B.15 Aboriginal Business(If Applicable)</i>	44
Annex A to the SBIPS Supply Arrangement	45
Annex B to the SBIPS Supply Arrangement	46
Annex C to the SBIPS Supply Arrangement	48
Annex D to the SBIPS Supply Arrangement-	49
Annex E to the SBIPS Supply Arrangement	50
Annex F to the SBIPS Supply Arrangement	51

Request for Supply Arrangement (RFSA)
for
Solutions-Based Informatics Professional Services (SBIPS) Refresh
for
Public Works and Government Services Canada (PWGSC) Clients

Structure and Format of this Solicitation

Part A of this RFSA explains the Bidding Process. Part B of this RFSA contains the Supply Arrangement including a Model Solicitation and its resulting contract clauses that will form part of the contracts awarded against it.

Part A - Bidding Process:

For ease of use in this solicitation, for the RFSA, where the term "Supplier" is used it may be replaced by and has the same meaning as "Offeror". Similarly, where the term "Proposal" is used it may be replaced by and has the same meaning as "Offer". Part A of this solicitation describes the bidding process and includes the following Sections:

Section 1 - General Information

- A1.1 Introduction
- A1.2 Summary
- A1.3 Security Requirement
- A1.4 Supply Arrangement Refresh
- A1.5 Domains of Expertise of this Request for Supply Arrangement
- A1.6 Nature of Mandatory Requirements

Section 2 - Offeror Instructions

- A2.1 Standard Instructions, Clauses and Conditions
- A2.2 Submission of Bids
- A2.3 Enquiries - Solicitation Period
- A2.4 Applicable Laws
- A2.5 Failure to Qualify
- A2.6 Conflict of Interest and Unfair Advantage
- A2.7 Trade Agreements

Section 3 - Bid Submission Instructions

- A3.1 Offer Preparation Instructions
- A3.2 Technical Offer

Section 4 - Evaluation Procedures and Basis of Selection

- A4.1 Evaluation Procedures
- A4.2 Offeror's Time For Responding During Evaluation
- A4.3 Basis of Selection
- A4.4 Security Requirements
- A 4.5 Bankruptcy
- A4.6 Financial Viability

Section 5 - Certifications

- A5.1 Certifications Precedent to Issuance of a Supply Arrangement

Part A also includes the following Annexes:

- (i) Annex "A" to Part A: Offeror Profile;
- (ii) Annex "B" to Part A: Mandatory Evaluation Criteria;
- (iv) Annex "C" to Part A: Mandatory Certifications; and
- (v) Annex "D" to Part A: Aboriginal Business Certification.

Part B - Supply Arrangement:

Part B of this solicitation contains the Supply Arrangement which includes the following Annexes:

- (i) Annex "A" to the SBIPS Supply Arrangement:
SBIPS Generic Security Requirements Check List (SRCLs) for SBIPS SA;
- (ii) Annex "B" to the SBIPS Supply ArrangementPart :
SBIPS Domains of Expertise;
- (iii) Annex "C" to the SBIPS Supply ArrangementPart :
SBIPS SA Holder's Eligible Domains of Expertise and Regions;
- (iv) Annex "D" to the SBIPS Supply ArrangementPart :
SBIPS Sample Quarterly Usage Report;
- (v) Annex "E" to the SBIPS Supply ArrangementPart :
SBIPS Model Bid Solicitation and Resulting Contract Clauses;
- (vi) Annex "F" to the SBIPS Supply ArrangementPart :
Model Task Authorization.

Part A: Bidding Process

Part A - Bidding Process applies to the Request for Supply Arrangement (RFSA).

Section 1: General Information

A1.1 Introduction

This document will serve to refresh the Request for Supply Arrangement (RFSA) in place for the provision of Solutions-Based Informatics Professional Services (the "Services") to Public Works and Government Services Canada (PWGSC) on behalf of the Client and maintain Supply Arrangements awarded under this procurement vehicle.

This RFSA will solicit:

- (1) a refresh of the existing Supply Arrangements to process requirements related to SBIPS;
- (2) new offerors to become Supply Arrangement (SA) Holders for the provision of the SBIPS; and,
- (3) existing SA Holders to qualify for a Tier, or Domains of Expertise for which they did not initially qualify.

A Client includes any Government Department, Departmental Corporation or Agency, or other Crown entity described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

A supply arrangement allows Canada to solicit proposals from a pool of pre-qualified suppliers. A supply arrangement is not a contract for the provision of services and neither party is legally bound as a result of signing the supply arrangement document alone. The intent of a supply arrangement is to establish a framework to permit the expeditious processing of individual solicitations which result in legally binding contracts for the services defined in individual solicitations that fall within the scope of the supply arrangement.

All potential offerors capable of meeting the requirements of this solicitation are invited to reply to this solicitation to provide the Services under the framework of resulting Supply Arrangements. The list of SA Holders will be used as a source list for future procurements for the Solutions Based Informatics Professional Services. Only suppliers qualified for the relevant Region, Tier, and Domain of Expertise at the time of individual requirements, will be eligible to provide the requested Services.

A1.2 Summary

A) Overview

- (a) By issuing this RFSA, PWGSC is requesting that offerors submit offers to provide the Services described in this document. Compliant offers determined by PWGSC to offer the best value in accordance with the evaluation methodology described in this RFSA will be recommended for issuance of a Supply Arrangement, subject to the provisions of this RFSA.
- (b) The SAs will be available for use by Canada's Clients upon signature and issuance by PWGSC to meet their Services requirements.
- (c) The SBIPS method of supply will continue to be structured according to the following two tiers:

Tier 1: Requirements up to and including \$2,000,000.00 (GST/HST included);
and,
Tier 2: Requirements greater than \$2,000,000.00 (GST/HST included).

Evaluation criteria differ for each Tier.

(d) PWGSC anticipates that SBIPS requirements will be handled through a web-based tool for purchasing goods and services qualified in advance by PWGSC. This may, for example, require suppliers awarded Supply Arrangements to load catalogues onto the web-based tool or provide information in a pre-specified format for loading onto the web-based tool. The web-based tool has not yet been completed and PWGSC cannot provide further information regarding the specific processes that will be used in the web-based tool or the requirements associated with loading catalogues. Suppliers will be provided with further information regarding the web-based tool as it becomes available.

(e) Offerors who meet the requirements of the Procurement Strategy for Aboriginal Business (PSAB) and indicate their desire to be considered as an Aboriginal Offeror will be considered for Aboriginal set-aside procurements. Aboriginal Offerors may indicate in the same proposal a desire to be considered as both an Aboriginal and General Offeror, by checking the applicable box in Annex "D" to Part A of the RFSA.

Aboriginal Supply Arrangements are not a distinct and independent series of SAs resulting from the issuance of this solicitation. A single SA will be issued to Aboriginal Offerors who qualify for both Aboriginal and General procurements.

(f) Existing SA Holders must accept the changes implemented as a result of this solicitation by following the processes outlined in Article 1.4, titled Supply Arrangement Refresh.

(g) The resulting Supply Arrangements are not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

B) RFSA Procurement Process

Step 1: Issuance of Supply Arrangements

This Request for Supply Arrangement is intended to result in the issuance of Supply Arrangement(s).

The Supply Arrangement Authority will issue Supply Arrangements to Qualified Offerors in order to create a procurement framework for processing subsequent RFP's and contracts. Offerors are required to comply with mandatory business and experience requirements, as well as indicate in their offers the Tier(s), Domain(s) and the Region(s) for which they wish to be considered. An SA awarded to a offeror may specify multiple Regions, Domains and Tiers.

Canada will conduct an evaluation of the offers, and successful offerors will be awarded a SA. Each SA will specify the applicable Tier(s) for which the Supplier has qualified, the Region(s) in which the Supplier is eligible to provide Services, the Domains of Expertise for which the SA Holder is eligible, and if the SA can be used for Aboriginal set-aside contracts. A supplier who has qualified for Tier 2 will automatically qualify for Tier 1.

Any resulting SA will follow the format detailed in Part B, Supply Arrangement of this RFSA. With the exception of the specific Tiers of Services and the qualification and administrative details applicable to individual suppliers, all SAs will be identical.

The SAs will be available for use by Canada upon signature and award by PWGSC. A successful supplier will be added to the SA Holder list once the SA Holder Representative has returned a signed copy of the SA to the SA Authority.

Step 2: Issuance of Request for Proposals (RFP)

The issuance of an RFP by aClient, or PWGSC on behalf of the Client, to SA Holders, in the appropriate Tier, Regions and Domain to submit bids to provide services, will describe the requirement(s) of a specific project, the evaluation criteria and the selection methodology. Step 2 may result in the award of one or more contracts against Supply Arrangements and a contract may also involve the issuance of "Task Authorizations" (TAs), and if applicable such a process will be described in the individual contracts awarded under the SA framework.

It is anticipated that the majority of RFPs under \$2,000,000 will be managed by Clients. A resulting contract will be managed by the Contracting Authority identified in the Contract.

A1.3 Security Requirement

There is a security requirement associated with this solicitation. For additional information, see Annex "B" to Part A - Mandatory Evaluation Criteria - M.5 Security Clearance of the Offeror.

A1.4 Supply Arrangement Refresh

The SA refresh process invites new Offerors to become SA Holders for the provision of SBIPS, and/or enable existing SA Holders to qualify for the Tier, Domains, and Regions, for which they did not initially qualify. Existing SA Holders will not be required to re-qualify for any Tiers, Domains, or Regions for which they already hold a Supply Arrangement.

Cycles for Qualification/RFSa Schedule:

Due to the resources required to evaluate the offers, it is Canada's intent to conduct the evaluation of offers in cycles, on a quarterly basis (that is, Canada may collect offers received over a calendar year quarter, in order to conduct the evaluation of all those offers concurrently as part of a single cycle of evaluations). These cycles may be modified at Canada's discretion.

Quarterly Evaluation Periods:

Quarter	Submission Period	Closing Date (at 2:00 pm)	Evaluation Period
1	April 01 to June 30	June 30	July 01 to September 30
2	July 01 to September 30	September 30	October 01 to December 30
3	October 01 to December 30	December 30	January 01 to March 31
4	January 01 to March 31	March 31	April 01 to June 30

It is the responsibility of the offeror to ensure offers are submitted at the Bid Receiving Unit (BRU) of PWGSC during its operational dates and hours AND within the specified Quarterly RFSa Closing Dates above. Should an offer be received after one of those quarterly RFSa closing dates, the offer will be evaluated within the next quarterly evaluation period.

(a) PWGSC may, during any Requests for Supply Arrangement refresh process, add new or remove or modify existing Domains of Expertise. The RFSa refresh process will be subject to an open competition posted on the Government Electronic Tendering Service. The resulting offers will be incorporated into this Supply Arrangement.

(b) At any time, PWGSC may conduct further Requests for Supply Arrangements for new Domains of Expertise. Requirements for new domains will be subject to an open competition posted on the Government Electronic Tendering Service.

A1.5 Domains of expertise of this Request for Supply Arrangement

This RFSa contemplates the following Domains of Expertise of the Services:

1. Business Transformation
2. ERP/ CRM
3. Electronic Services Delivery
4. Geospatial Informatics Services
5. Information Management/Business Intelligence
6. IT Systems Management
7. Legacy Support and Transition
8. Managed Services
9. Network Services
10. *** Security Management ***
11. Systems Integration

From time to time, PWGSC may amend the requirements associated with any given Domains of Expertise or may add/delete Domains of Expertise.

Offerors may submit a proposal in respect of one or more Domains of Expertise. It is not mandatory to submit a proposal for all Domains of Expertise to be awarded a Supply Arrangement.

*** Note: This domain of expertise is to be used in conjunction with SBIPS SA requirements where the work is primarily focused in other domains and Security Management services constitute a minor portion of the work only. Requirements with a primary focus on Security Management must be processed using the Cyber Protection Supply Arrangements (CPSA) (PWGSC File No. W2213-050347).

A1.6 Nature of Mandatory Requirements

(a) Mandatory Requirements:

- (i) This RFSA contains mandatory requirements. All elements of this RFSA that are mandatory requirements are identified specifically with the words "shall", "must", "mandatory", or "(M)". An entire section of this solicitation may be designated as mandatory.
- (ii) Offerors must comply with each and every mandatory requirement. If a proposal does not comply with a mandatory requirement, the proposal will be considered non-compliant and be disqualified.

(b) Additional Information:

In addition to these requirements, this RFSA contains information that, although not itself a mandatory requirement, should be taken into account by offerors in preparing their proposal.

Section 2: Offeror Instructions

A2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSA by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSA and accept the terms and conditions of the Supply Arrangement.

The 2008 (2010-10-07) Standard Instructions - Request for Supply Arrangements - Goods or Services are incorporated by reference into and form part of the RFSA.

A2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date indicated within Article A1.4, titled Supply Arrangement Refresh, of the bid solicitation.

Department of Public Works and Government Services Bid Receiving Unit
Portage III, 0A1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Offers must not be sent directly to the Supply Arrangement Authority. Offers sent directly to the Supply Arrangement Authority or to any location other than that specified above will not be considered.

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.
- (c) **Bid Receiving Unit Address Solely for Delivery of Proposals:** The above Bid Receiving address is for the sole purpose of proposal submission. No other communications are to be forwarded to this address.

A2.3 Enquiries - Solicitation Period

Where to Direct Enquiries: All enquiries and other communications with government officials relating to this RFSA are to be directed ONLY to the SA Authority named below. Non-compliance with this condition may, for that reason alone, result in disqualification of a Offeror's proposal.

Supply Arrangement Authority: Rebecca Toman
E-mail Address: rebecca.toman@tpsgc-pwgsc.gc.ca
Facsimile: (819) 956-7827

All enquiries must be submitted in writing to the SA Authority no later than 14 calendar days before the quarterly bid closing dates indicated within Article A.1.4 titled "Supply Arrangement Refresh". Enquiries received after that time may not be answered. It is recommended to submit enquiries via e-mail.

Offerors should reference as accurately as possible the numbered item of the bid solicitation 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 the Offeror 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

Canada's Response to Enquiries: To ensure consistency and quality of information provided to offerors, the Supply Arrangement Authority will provide, through the Government Electronic Tendering System (GETS), simultaneously to all offerors to which this RFSA has been sent, any significant information arising from enquiries received, without revealing the sources of the enquiries. Information provided verbally will not be binding upon Canada. Only additions, deletions or amendments made in writing to this RFSA by the Supply Arrangement Authority will be binding on Canada.

Failure to Make Enquiries: Offerors should make enquiries as early as possible and should not make assumptions regarding the nature of the requirements of this RFSA. Offerors who fail to raise issues and questions they may have during the RFSA period do so at their own risk.

Offerors who, instead of raising issues during the enquiries period, deviate from the requirements of this RFSA in their proposals will be disqualified.

A2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) The Offeror may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its offer, by inserting the name of the Canadian province or territory of its choice, under Applicable Laws in Annex "A" to Part A - Offeror Profile. If no change is made, it acknowledges that the laws of Ontario are acceptable to the Offeror.

A2.5 Failure to Qualify

- (a) PWGSC will notify all offerors that fail to qualify and identify the reason their proposal has been rejected.
- (b) Where PWGSC has notified a offeror that it has failed to qualify a second time, PWGSC will not evaluate further proposals from that offeror or any offeror that includes or is otherwise comprised of that offeror for a period of 6 months.

A2.6 Conflict of Interest and Unfair Advantage

Canada identifies that A.T. Kearney is a private sector contractor that was involved in the preparation of solicitation versions A and B of this solicitation, and that Canada will follow the procedures stated in Standard Instructions 2008 in respect of conflict of interest and unfair advantage.

A2.7 Trade Agreements

This RFSA is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), Canada-Chile Free Trade Agreement (CCFTA) and the Canada-Peru Free Trade Agreement (CPFTA), and other trade agreements similar in spirit and intent to these listed agreements, as such other agreements are promulgated from time to time.

Section 3: Bid Submission Instructions

A3.1 Offer Preparation Instructions

(a) Proposal Format:: Offerors are requested to consider the packaging of their proposals when submitting their offers in order to preserve the environment and avoid unnecessary waste. Offerors must prepare their proposal such that the Technical Proposal contains one (1) hard copy originals and two (2) soft copies.

If there is a discrepancy between the hard copy version and the soft copy version, the hard copy will take precedence over the soft copy.

- (b) **Green Procurement:** 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. The Policy on Green Procurement can be found at:
<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 :

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - (ii) 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.
- c) Utilization of Electronic Templates:** PWGSC has prepared the following electronic templates in Excel format that are to be fully and properly completed and submitted with Offeror's offer in electronic format (i.e. on CD or Diskette) at bid closing. However, where Canada determines that the Offeror has omitted to submit the electronic template as required, Canada will provide the Offeror with 48 hours to submit the relevant portion of their offer in the requested electronic format. Previous versions of the SBIPS Technical Response Template will not be accepted. Offeror's are to download the current Technical Response Template from MERX. (Electronic File name: SBIPS RFSA G Technical Response Template.xls)

(i) *SBIPS RFSA Technical Response Template*

This electronic response template (Electronic File Name: *SBIPS RFSA G Technical Response Template.xls*) includes an electronic template to be used by Offerors when responding to:

Annex "A" to Part A	Offeror Profile
Annex "B" to Part A	Mandatory Evaluation Criteria
Annex "C" to Part A	Mandatory Certifications
Annex "D" to Part A	Aboriginal Business Certification

The template includes a pre-formatted Cover Page, Title Page, Table of Contents and response worksheet with PWGSC's desired Header & Footer and Numbering System.

NOTE: The hard copy of the Technical Response Template is to be signed.

- d) Multiple Offers:** One offer may include offers for a SA Tier 1, or a SA Tier 2 in all or some Regions, and in all or some Domains of Expertise. Any additional offer from the same Offeror for any SA, Tier, Region or Domain of Expertise not included in its first offer is not permitted. One legal entity may participate in the submission of up to two offers, where one is submitted by the legal entity itself and one is submitted in a joint venture. More than two offers generated from the participation of the same legal entity is not permitted in response to this solicitation. If a legal entity participates in more than the maximum number of permitted offers, Canada will choose in its discretion which offers to deem non-responsive. If more than one offer is submitted, each offer must be a physically separate document, clearly marked as a separate offer. Each offer will be evaluated independently without regard to other offers submitted and, therefore, every offer submitted by an Offeror must be complete.

A3.2 Technical Offer

- (a) The Technical Offer must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the solicitation is not sufficient.

As part of the bid, Offerors must complete each of the mandatory documents using the SBIPS RFSA G Technical Response Template and submit with their proposal:

- i. Annex "A" to Part A: Offeror Profile; and,

-
- ii. Annex "B" to Part A: Mandatory Evaluation Criteria.
 - (b) Offerors should also include the following information in their Technical Proposals:
 - i. Annex "C" to Part A Mandatory Certifications: Offerors should complete each certification and submit with their proposal.
 - ii. Annex "D" to Part A Aboriginal Business Certification: Offerors should complete this certification and submit with their Proposal. [Note to Offerors: All Offerors who wish to qualify for an Aboriginal SA will be required to submit this certification. Offerors who do not submit the certification will only be considered for a General SA].

Section 4: Evaluation Procedures and Basis of Selection

A4.1 Evaluation Procedures

Proposals will be assessed in accordance with the entire requirement of the solicitation.. Representatives of PWGSC from the National Capital Region (NCR) and/or the PWGSC regional offices will evaluate the proposals on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any proposal. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

A4.2 Offeror's Time for Responding During Evaluation

In addition to any other time periods established in this solicitation:

- (a) **Requests for Clarifications:** Clarifications may be sent to Offerors at any time during the evaluation process. If Canada seeks clarification or verification from the Offeror regarding its offer, the Offeror will have two (2) working days or such longer period as is specified in writing by the SA Authority to provide the necessary information to Canada. Failure to meet this deadline will result in the proposal being declared non-responsive.
- (b) **Submission of Certifications:** If an Offeror does not submit a certification contained in Annex "C" or Annex "D" to Part A at the time of bid closing, Canada may require the Offeror to submit the certification within two (2) working days or such longer period as is specified in writing by the SA Authority. Failure to meet this deadline will result in the proposal being declared non-responsive.

The SA Authority has the right to ask for additional information to verify the Offeror's compliance with the applicable certifications before or after the issuance of a Supply Arrangement. If it is determined that any certification made by the Offeror is untrue, whether made knowingly or unknowingly, or that the Offeror does not comply with the certifications, or the Offeror fails to comply with a request from the SA Authority for additional information, the Offeror's offer will be declared non-responsive.
- (c) **Extension of Time:** If additional time is required by the Offeror, the SA Authority may grant an extension in his or her sole discretion.

A4.3 Basis of Selection

There are several phases in the evaluation methodology, which are described below. Even though the evaluation and selection will be conducted in phases, the fact that Canada has proceeded to a later phase does not mean that Canada has conclusively determined that the Offeror has successfully passed all the previous phases. Canada may conduct phases of the evaluation in parallel.

- (a) **Phase 1 - Proposal Verification:**

PWGSC will verify that an offer includes all applicable certifications and other documentation requested under the solicitation and that such information is complete.

Should any information be missing, PWGSC may request the information from the Offeror.

(b) Phase 2 – Confirmation of Compliance to Mandatory Requirements:

Each proposal will be reviewed to determine whether it meets the mandatory requirements set out in Annex "B" to Part A. Offerors are required to comply with mandatory requirements, as well as indicate in their Proposal the Region(s) and Tier for which they wish to be considered.

(c) Phase 3 – Offeror Selection:

Offerors who are compliant with all mandatory requirements of this RFSA will be recommended for issuance of a Supply Arrangement, subject to the provisions of this RFSA. A single SA will be issued to Aboriginal Offerors who qualify for both Aboriginal and General procurements.

Offerors should note that the issuance of all Supply Arrangements is subject to Canada's internal approvals process. Even though an Offeror may have been recommended for issuance of a Supply Arrangement, issuance of any Supply Arrangement will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, the Supply Arrangements will not be issued.

After any resulting SAs have been issued, all offerors will be notified in writing regarding the outcome of this solicitation.

(d) Phase 4 - Results

Suppliers who have been awarded a Supply Arrangement, who require additional information may request a debriefing by writing to the SA Authority within 15 working days of receipt of the results of the process. Debriefs will only be conducted upon request, and will be conducted in writing unless otherwise advised by the SA Authority.

A4.4 Security Requirements

- (a) Before issuance of an SA, the Offeror must hold at least a valid Designation Organization Screening (DOS) clearance as indicated in M.5 to Annex "B" to Part A - Mandatory Evaluation Criteria
- (b) Canada will not delay the issuance of any Supply Arrangement to allow fully qualified offerors to obtain the required clearance.
- (c) For additional information on security requirements, Offerors should consult the "Security Requirements for PWGSC Bid Solicitation - 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" Website.

A4.5 Bankruptcy

- (a) Before the issuance of a Supply Arrangement the Offeror must not be bankrupt, under the protection of any bankruptcy legislation, or have its activities rendered inoperable for an extended period.
- (b) If this requirement is not met by an Offeror at the time of issuance of any Supply Arrangement to any other qualified Offeror, the offer that does not meet A4.5 (a) above, will be declared non-responsive.

A4.6 Financial Viability

1. Financial Viability Requirement: The Offeror must be financially viable to enter into the Supply Arrangement. To determine the Offeror's financial viability, the Supply Arrangement Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Supply Arrangement Authority within fifteen (15) working days of the request or as specified by the Supply Arrangement Authority in the notice:
 - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Supply Arrangement Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Supply Arrangement Authority requests this information.
 - (c) If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Supply Arrangement Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
2. If the Offeror is a joint venture, the financial information required by the Supply Arrangement Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (d) above required by the Supply Arrangement Authority must be provided by the ultimate parent company.
4. Financial Information Already Provided to Public Works and Government Services Canada (PWGSC): The Offeror is not required to submit any financial information requested by the Supply Arrangement Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Services in the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - (a) the Offeror identifies to the Supply Arrangement Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Supply Arrangement Authority that this information is still on file with PWGSC.
5. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror. The Offeror

also understands that a complete financial capability review of the Offeror may also be conducted at the time individual bid solicitations are issued under the supply arrangement.

6. Confidentiality: If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

Section 5: Certifications

A5.1 Certifications Precedent to Issuance of a Supply Arrangement

Refer to Annex "C" to Part "A" - Mandatory Certifications

Annex "A" to Part A - Offeror Profile

New offerors and existing Suppliers must provide the following information using the "SBIPS RFSA G Technical Response Template" prepared by PWGSC in preparing their Technical Proposal.

<p>Offeror's full legal name (if Offeror is a Joint Venture, indicate the Joint Venture's legal name. The legal name should match the legal name of the Offeror's PBN. To apply for a Procurement Business Number (PBN) or verify/update PBN information, consult: http://contratscanada-contractscanada.gc.ca/inscrdif-rgstrsri-eng.html</p>	
<p>Offeror's operating name (if the Offeror is a Joint Venture that has an operating name, indicate the operating name by which the Joint Venture is to be identified) If there is no operating name, leave this cell blank The operating Name should match the operating name of the Offeror's PBN. To verify or change PBN information, consult: http://contratscanada-contractscanada.gc.ca/inscrdif-rgstrsri-eng.html</p>	
<p>If Offeror is a Joint Venture, indicate the name of the representative of the Joint Venture; otherwise, indicate N/A</p>	<p>Representative: _____</p>
<p>Legal name of each Joint Venture Member other than the representative. Legal names of each Joint Venture Member should match the legal names of their individual PBNs. To verify PBN information, consult: http://contratscanada-contractscanada.gc.ca/inscrdif-rgstrsri-eng.html</p>	<p>Member 2: _____ Member 3: _____ Member 4: _____ Member 5: _____</p>
<p>Nature of Offeror (specify whether the Offeror is a sole proprietorship, corporation, partnership or joint venture)</p>	
<p>Offeror's main business address (include telephone number, fax, e-mail, website address (if applicable) and full address, including postal code) This address should reflect the PBN. To verify PBN information, consult: http://contratscanada-contractscanada.gc.ca/inscrdif-rgstrsri-eng.html</p>	<p>Full Business Address: _____ _____ _____ Telephone: _____ Fax: _____ Email: _____ Website: _____</p>
<p>Offeror's Authorized Representative (include name of authorized representative, telephone number, fax, e-mail and full address, including postal code) Note:</p>	<p>Representative: _____ Full Address: _____ _____ _____</p>

Should the Offeror be awarded a SA as a result of the evaluation of this solicitation, the representative indicated here will be used as the point of contact for SBIPS RFPs.	Telephone: _____ Fax: _____ Email: _____												
Region(s) for which the Offeror considers itself capable of providing SBIPS services (a definition of the Regions is provided hereafter). Check all that apply.	<table border="1"> <tr> <td>Atlantic</td> <td></td> <td>National Capital Region</td> <td></td> </tr> <tr> <td>Quebec</td> <td></td> <td>Western</td> <td></td> </tr> <tr> <td>Ontario</td> <td></td> <td>Pacific</td> <td></td> </tr> </table>	Atlantic		National Capital Region		Quebec		Western		Ontario		Pacific	
Atlantic		National Capital Region											
Quebec		Western											
Ontario		Pacific											
Indicate the level(s) for which the Offeror wishes to qualify in the above-noted region(s). Check all that apply.	<table border="1"> <tr> <td>RFSA Tier 1</td> <td>RFSA Tier 2</td> </tr> <tr> <td></td> <td></td> </tr> </table>	RFSA Tier 1	RFSA Tier 2										
RFSA Tier 1	RFSA Tier 2												
Aboriginal Offeror (Indicate Yes or No - if Yes, ensure that the Aboriginal Certification is enclosed with your Offer (see Annex D to Part A) .	<table border="1"> <tr> <td></td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Aboriginal</td> <td></td> <td></td> </tr> </table>		Yes	No	Aboriginal								
	Yes	No											
Aboriginal													
Applicable Laws (if different than Ontario, indicate the Canadian province or territory whose laws will govern this SA and any contracts awarded under it)													
Offeror's Procurement Business Number (must be included for all Canadian offerors)													
If the Offeror is a Joint Venture, indicate the Procurement Business Number of the Joint Venture; otherwise, indicate N/A													

Region	Description
Pacific	The entire province of British Columbia and the Yukon Territory.
Western	The entire provinces of Alberta, Manitoba and Saskatchewan, and that portion of the Northwest Territories immediately north of British Columbia, Alberta, Saskatchewan and Manitoba.
Ontario	The province of Ontario with the exception of the National Capital Region.
National Capital	Bounded on the west by a north-south line running from Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki and Masson-Angers areas), and the Nunavut Territory.
Quebec	Quebec Eastern Territory (QET) QET includes all the north and east of the province, bounded by a line formed by, but excluding the cities, La Tuque, Grand-Mère, Cap-de-la-Madeleine, Victoriaville et Thetford-Mines.
	Quebec Western Territory (QWT) QWT includes all the south and west of the province bounded by a line formed by, and including the cities, La Tuque, Grand-Mère, Cap-de-la-Madeleine, Victoriaville et Thetford-Mines, and the balance of the Northwest Territories, with the exception of the National Capital Region.
Atlantic	The entire province of Nova Scotia.

	The entire province of New Brunswick and Prince Edward Island.
	The entire province of Newfoundland including Labrador.

Annex “B” to Part A - Mandatory Evaluation Criteria

SBIPS RFSA Definitions:

Additional definitions are provided within the Supply Arrangement.

- i. An acceptable substantiation reference under this RFSA is defined as a client reference who may be contacted, at Canada's discretion, to confirm the Offeror has previously provided the identified Services. The same reference may be used for multiple Domains of Expertise. For each substantiating reference, the Offeror should provide the following information: Client Name, Contact, Telephone and E-mail address (if available). Multiple projects may have the same substantiation reference. Where Canada determines that the Offeror has not provided the contact information required for the substantiation reference as requested, Canada may provide the Offeror with 48 hours within which to submit information acceptable to Canada.
- ii. An Outside Entity is any legal entity that is not a parent, subsidiary or affiliate of the Offeror or any member of a joint venture offeror.
- iii. A **Project** is a contract between the Offeror and an Outside Entity under which the Offeror has provided an information technology professional services solution to the Outside Entity, and has fulfilled all of the terms of the contract, provided that, if the contract provides for discrete phases with specific deliverables, then any such phase completed by the Offeror, including receipt by the offeror of payment in full for all work and delivery by the offeror of all deliverables, shall qualify as a Project.

It is mandatory that new Offerors and existing Suppliers applying for new Tiers, Domains, or Regions, submit detailed information to demonstrate that they meet all the requirements set out in this Annex “B” to Part A. New offerors and existing suppliers **must** utilize the “*SBIPS RFSA G Technical Response Template*” prepared by PWGSC in the preparation of their Technical Proposal.

An electronic copy of the “*SBIPS RFSA G Technical Response Template*” may be downloaded from GETS.

- (a) **Compliance to Mandatory Requirements:** By submitting an offer, Offerors are indicating that they consider themselves to be fully compliant to every mandatory requirement of this solicitation and will agree to the terms and conditions set out in the Supply Arrangement if issued a Supply Arrangement.
- (b) **Substantiation of Compliance:** Offerors must substantiate their compliance to the mandatory requirements of this solicitation by fully and properly completing and submitting the mandatory information identified in (a) above as part of their proposal.

Evaluation of Joint Venture Proposals: Unless this solicitation expressly provides otherwise, each member of a joint venture Offeror must meet all the mandatory requirements of this solicitation.

M.1 Financial Certification:

The Offeror must have earned a gross business volume in sales of at least \$250,000 CDN in the last fiscal year ending not more than twelve months immediately prior to the date of bid closing.

To demonstrate this requirement, the Offeror must provide in its bid, a financial certification (Certification C.4) from either its Chief Financial Officer or Chief Executive Officer.

The Offeror acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify that this Financial Certification was true as of bid closing by requesting additional financial information from the Offeror or by other means, at any time prior to supply arrangement award or during their performance, and that untrue statements may result in the offer being declared non-responsive or any other action which the Minister may consider

appropriate, including the suspension, withdrawal or set-aside of the Offeror's offer once a supply arrangement has been awarded.

If the Offeror is a joint venture, the Certification must be provided by at least one member of the joint venture.

M.2 Minimum Years in Business:

The Offeror must have been in business as the same legal entity for a minimum of three years as of the bid closing date. In order to demonstrate this, the Offeror must provide documented proof such as a certificate of incorporation, business registration or tax returns in its proposal confirming the number of years its firm has been in business.

In the case of a joint venture, all members of the joint venture must demonstrate the minimum three-year requirement.

If the Offeror has been incorporated or otherwise created less than 3 years before bid closing as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, then Canada will consider the 3 year minimum requirement to be met if the Offeror demonstrates to Canada's satisfaction that:

- a) the Offeror has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;
- b) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least 3 years ;
- c) the Offeror has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;
- d) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the Offeror to carry on the business that had been carried on by the other legal entities; and
- e) the Offeror , as at the date of bid closing, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change.

In these circumstances, Canada may require from the Offeror an unqualified legal opinion from an independent law firm stating that the Offeror meets all of the above requirements. Canada reserves the right to require other detail and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the Offeror 's proposal will be considered non-responsive. Canada reserves the right to request proof of any information provided by the Offeror. If the information cannot be validated, the Offeror's proposal will be considered non-responsive.

M.3 Experience and Expertise of the Offeror:

The Offeror must meet **all** of the following criteria, listed as M.3a thru M.3m, for **each** Domain of Expertise for which it is proposing to provide SBIPS. **Failure to meet all criteria listed will result in the project being declared as non-compliant. Should a project be non-compliant, then the entire domain will be non-compliant, as each Domain requires three (3) compliant projects to be submitted.**

Tier 1 and Tier 2 Criteria for M.3	
M.3a	The offeror must provide three (3) IT Projects successfully completed for an Outside entitiy, as defined in article "Definitions to Annex "B" to Part A of this RFSA". For each of these three (3) projects the offeror must provide all information requested within

	M.3b, c, d, e, f, g, h, i, j, k, l, and m, using the SBIPS RFSA G Technical Response Template.
M.3b	The offeror must provide an acceptable substantiation reference. The substantiation reference information is to include: Client Organization Contact Name Phone Number E-mail Address
M.3c	The offeror must provide the Start Date for the Project
M.3d	The offeror must provide the End Date for the project. The end date is the date the complete solution was provided to the client.
M.3e	Each of the three projects submitted must have been completed within the last three (3) years prior to the RFSA closing date, for which the offeror is submitting their offer for, as defined in article A1.4 titled "Supply Arrangement Refresh" under section "Cycles for Qualification/RFSA Schedule".
M.3f	The offeror must provide a description of the project and the solution they provided.
M.3g	The offeror must provide a description of the project deliverables completed by the offeror to provide the complete solution to the client.
M.3h	The offeror must provide the project value for the complete solution.
M.3i	The total cumulative value of the three (3) projects must be \$1.5 Million or more, excluding all taxes, to be considered for Tier 1 or ; The total cumulative value of the three (3) projects must be \$6Million or more, excluding all taxes, to be considered for Tier 2 .
M.3j	The three (3) successfully completed projects submitted must relate to the Domain of Expertise for which the offeror is proposing to provide SBIPS. To demonstrate this the offeror must provide an explanation of how each Project relates to the Domain of Expertise (defined in Annex "B" to the SBIPS Supply Arrangement) for which it is being proposed.
M.3k	The offeror must provide a statement to certify that the offeror's contract represents 100% of each Project.
M.3l	The offeror must provide an explanation of how the the project is a solution as defined in article "Definitions to Annex "B" to Part A of this RFSA".
M.3m	The offeror must provide a statement to certify that the offeror's project is a Professional Services Project and the professional services portion of the project represents at least seventy percent (70%) of the contract dollar value of the solution.

Tier 1

The Offeror must have **successfully completed three (3) IT Projects** for an Outside Entity within the last three (3) years prior to RFSA closing. The total cumulative value of the three Projects must be **\$1.5 Million or more**, excluding all taxes.

Tier 2

The Offeror must have successfully completed **three (3) IT Projects** for an Outside Entity within the last three (3) years prior to RFSA closing. The total cumulative value of the three Projects must be **\$6 Million or more**, excluding all taxes.

The following applies to both Tier 1 and Tier 2 as stated above:

- For the purposes of this mandatory requirement M.3 only, the Offeror may submit projects that have been completed by the Offeror, the parent company, subsidiaries or other affiliates of the Offeror where the Offeror has signed agreements in place with their respective parent,

subsidiaries or affiliates, or has provided a Performance Guarantee from their respective parent, subsidiaries or affiliates.

Where the Offeror is submitting projects that have been completed by the parent company, subsidiaries, or other affiliates of the Offeror, the Offeror must provide with its proposal, or within 10 days of request by PWGSC, a completed and duly signed copy of *Annex "E" to Part A - Certification of Formal Arrangement related to Mandatory Requirement M3*.

Annex "E" to Part A certifies that the Offeror has formal arrangements in place with its respective parent, subsidiaries, affiliates in order to submit the project experience for consideration under this mandatory requirement M.3. duly signed by the Offeror, the parent company, subsidiaries, or other affiliates of the Offeror.

M.4 Insurance requirements:

SA Tier 1

There is no mandatory insurance requirement to be satisfied in order to be awarded on a Tier 1 Supply Arrangement.

SA Tier 2

To qualify for an SA Tier 2, the Offeror must provide evidence that they hold a minimum \$2M Commercial General Liability coverage at RFSA bid closing date.

A joint venture Offeror may satisfy the insurance requirements described above with:

- (i) a single policy that satisfies the requirements of this solicitation in the name of the joint venture as the insured party, providing coverage to all members of the joint venture each of which must also be included as an additional named insured; or
- (ii) separate policies that each satisfy the requirements of this solicitation in the name of each member of the joint venture as the insured party.

M.5 Security Clearance of the Offeror:

The following applies to the RFSA Tier 1 and Tier 2:

The Offeror must, at the time of SA issuance, hold at least a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). If the Offeror is a Joint Venture, all Joint Venture members must hold at least a valid DOS issued by CISD, PWGSC.

Offerors must provide security information as follows:

- i. Offerors who have an existing security clearance issued by PWGSC CISD are to provide the information including the CISD File Number, within Sections M.5 of the technical response template; and
- ii. A Offeror that has not yet initiated an application for Security Sponsorship and requests sponsorship when submitting their proposal, must request Designated Organization Screening (DOS), by completing the appropriate section within the Security Certification within Annex C and submit the appropriate CISD Registration Request Form with its proposal.
- iii. Should their proposal be found to be technically compliant, PWGSC will sponsor the Offeror for the minimum clearance required. Should their proposal be found to be non-compliant in mandatory criteria M.1, M.2, M.3 or M.4 a security sponsorship will not be initiated..

For additional information on security requirements, Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a28>) on the Departmental Standard Procurement Documents Web site.

Existing Holders requesting sponsorship for a security upgrade, can do so by sending their request via email to the SA Authority

New Offerors can only request Security Sponsorship by the SA Authority to the next security clearance level to be attained. For example, A) if an Offeror does not currently have a security clearance level, they may only be sponsored to a DOS/Reliability Status.

Canada will not delay the issuance of any SA to allow Offerors to obtain the required security clearance. Offerors who have not yet received their DOS clearance from CISD within one year of their submission, will be considered non-responsive and will be required to submit a new bid in the subsequent refresh in order to be considered for the provision of SBIPS Services. It is the responsibility of Offerors to ensure that the information required concerning the security clearance is provided on time.

Annex "C" to Part A - Mandatory Certifications

Offerors must provide the information concerning the certifications in this Annex using the Technical Response Template.

Certifications Precedent to Issuance of a Supply Arrangement:

The certifications listed below should be completed and submitted with the offer. If any of these required certifications are not completed and submitted as requested, the SA Authority will so inform the Offeror and provide the Offeror with two calendar days to meet the requirement. Failure to comply with the request of the SA Authority and meet the requirements within that time period will render the proposal non-responsive.

C.1 Federal Contractors Program for Employment Equity - Certification

1. The Federal Contractors Program (FCP) requires that some offerors, including a offeror 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 supply arrangement. If the Offeror/Supplier, or any member of a joint venture that is an Offeror/Supplier, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Offerors/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. Offerors/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/arrangements from ineligible contractors, including an offer/arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror/Supplier 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/Supplier 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/Supplier, or the members of a joint venture Offeror/Supplier certifies its status with the FCP, as follows:

The Offeror/Supplier 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, 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 bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the 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.

C.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/suppliers 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/Supplier a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror/Supplier 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/Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror/Supplier 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/arrangement, the Offeror/Supplier certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

C.3 Security Requirements

By submitting an offer, the Offeror certifies that they will maintain the security level specified in their Supply Arrangement, and will notify the SA Authority of any changes to their security level throughout the duration of their Supply Arrangement.

C.4 Financial Certification

As detailed in Annex B to Part A Mandatory Evaluation Criteria M1, the Offeror must have earned a gross business volume in sales of at least \$250,000 CDN in the last fiscal year ending not more than twelve months immediately prior to the date of bid closing. To demonstrate this requirement the Offeror must provide in its bid a Certification from either its Chief Financial Officer or Chief Executive Officer in the form specified as follows:

The Offeror acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify that this Financial Certification was true as of bid closing by requesting additional financial information from the Offeror or by other means, at any time prior to standing offer or supply arrangement award or during their performance, and that untrue statements may result in the offer being declared non-responsive or any other action which the Minister may consider appropriate, including the suspension, withdrawal or set-aside of the Offeror's offer once a standing offer or supply arrangement has been awarded.

If the Offeror is a joint venture, the Certification must be provided by at least one member of the joint venture.

This confirms that the Offeror (or if the Offeror is a joint venture, the joint venture member identified below) in the fiscal year ending ___[enter date]___ earned a gross business volume in sales of at least \$250,000 CDN.

Name of Offeror (If a Offeror is a joint venture, name of member):

Name of Chief Financial Officer or Chief Executive Officer:

Title of Chief Financial Officer or Chief Executive Officer:

Address of Chief Financial Officer or Chief Executive Officer:

Telephone no. of Chief Financial Officer or Chief Executive Officer:

C.5 Contractor Certification

By submitting a proposal, the Offeror certifies that all the information provided and supporting material submitted with the proposal, particularly the information pertaining to financial capability, number of years in business, insurance, experience providing services that closely match the Domains of Expertise and security requirements have been verified by the Offeror and are certified to be true and accurate.

Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the proposal evaluation period and after issuance. The SA Authority will have the right to ask for additional information to verify the Offeror's compliance with the certifications before issuance of a Supply Arrangement. The proposal 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 SA Authority for additional information will also render the proposal non-responsive.

Annex "D" to Part A - Aboriginal Business Certification

This Annex contains a mandatory certification to be completed by those Offerors seeking to qualify for an Aboriginal Supply Arrangement. Offerors are requested to submit this certification with their proposal at bid closing.

Offerors seeking to qualify for an Aboriginal Supply Arrangement must complete the certifications in this Annex using the Technical Response Template. Offerors must complete the required information and should include them in their offers. Offerors may also satisfy the requirement by reproducing the documents in another way, provided the wording of the document is not changed.

ABORIGINAL BUSINESS CERTIFICATION (MANDATORY FOR OFFERORS SEEKING QUALIFICATION FOR ABORIGINAL SA)	
<p>PLEASE COMPLETE ONLY ONE OF THE TWO (2) STATEMENTS BELOW</p> <p>I, _____ <i>(Insert Name of duly authorized representative of business)</i>, want to be considered as an Aboriginal and Non-Aboriginal Offeror. []</p> <p>I, _____ <i>(Insert Name of duly authorized representative of business)</i>, want to be considered as a Aboriginal Offeror only. []</p>	
<p>1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW</p> <p>(a) I, _____ <i>(Insert Name of duly authorized representative of business)</i></p> <p style="padding-left: 40px;">hereby certify that _____ <i>(Insert name of Offeror)</i> meets, and will continue to meet throughout the duration of the Aboriginal Supply Arrangement, the requirements for this program as set out in this Annex "E" to Part A entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.</p> <p>(b) The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract awarded under any resulting Aboriginal Supply Arrangement will, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."</p> <p>(c) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.</p>	
<p>PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW</p>	
<p>2. []</p> <p style="text-align: center; padding-top: 10px;">OR []</p>	<p>The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,</p> <p>The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business</p>
<p>3. []</p> <p style="text-align: center; padding-top: 10px;">OR []</p>	<p>The Aboriginal business or businesses have:</p> <p>fewer than six full-time employees</p> <p>six or more full-time employees</p>
<p>4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence will be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.</p>	

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

Requirements for the Set-Aside Program for Aboriginal Business

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship

or

- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

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

OR

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

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

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

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

- 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 bidder will 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 will, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

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

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

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form, below, for each full-time employee who is Aboriginal.

Owner/Employee Certification Form

SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

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

(Signature of the Owner and/or employee)

(Name and Title)

(Date)

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and

payroll information maintained for Canada Customs and Revenue Agency purposes as well as information related to pension and other benefit plans.

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

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

Subcontracts

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

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

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

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

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

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

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

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

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

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

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- Dividend policy and payments;
- Existence of Stock Options to employees;
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures,
- Community organizations, Cooperatives, etc.;
- 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 venturer;
 - Payment of management or administrative fees;
 - Guarantees made by the Aboriginal business;
 - Collateral agreements.

Part B Supply Arrangement

The following clauses apply to and form part of any Supply Arrangement resulting from the RFSA. Only Suppliers who are qualified and "Active" SA Holders at the time of a bid solicitation is issued are eligible to be invited to that bid.

B.1 Supply Arrangement

A **Solutions-Based Informatics Professional Services (SBIPS) solution(project):**

- 1) is meant to produce a self standing outcome-driven result. Such result does not require any further work and could be used as a reference for future requirements, phases or projects.
- 2) comprises mainly of IT services and, in certain situations, essential goods, whereby a Supplier delivers a complete solution to a requirement, phase or project, manages the overall requirement, phase or project and accepts responsibility/risk for the outcome.
- 3) may comprise of consulting services which are typically team based and deliverable focused, involving advisory work, and thought leadership, innovation or strategy. SBIPS may include methodologies and processes that may be required to manage the project (including Project Management, Contract Management, Quality Management, Risk Management and Solution Development or any other established and recognized methodologies).
- 4) may include various business models depending upon the requirement. It may include end-to-end project work where the Supplier is requested to devise a solution to a business problem in which case there may be a proof of concept; or a requirement where there is a business problem and a Supplier comes forward with a methodology, an approach or an already established solution as well as the requisite expertise to enable the Supplier to leverage the value of its methodology and/or approach to deliver the solution.

The SA Holder acknowledges that:

- 1) This Supply Arrangement (SA) is an arrangement between Canada, as represented by the Minister of Public Works and Government Services Canada, and the Supply Arrangement Holder indicated on Page one of this Supply Arrangement to provide Solutions-Based Informatics Professional Services (**SBIPS**) (the "Services") under this Supply Arrangement in accordance with its terms.
- 2) Canada may award contracts to more than one SA Holder as part of the same procurement action under the SA;
- 3) This SA is not a contract for the provision of goods or services and neither party is legally bound as a result of the signing of this SA. The intent of this SA is to establish a procurement framework with the SA Holder to permit the expeditious processing of legally binding contracts for the purchase of goods and/or services that will be specified in individual solicitations that fall within the scope of this SA. No obligation to perform any work arises from the issuance of this SA.

The Supply Arrangement covers the SBIPS available for purchase that are defined under Annex "B" to this Supply Arrangement. The Annex "C" to this SA defines the Domains of expertise and Regions which this SA Holder is considered "Active."

- (a) Such SBIPS will be published in a Supply Arrangement Catalogue as set out below in the Article "Publication of Supply Arrangement Catalogue".

- (b) From time to time, PWGSC may amend the requirements associated with any given Domain or may add Domains; however, only SBIPS identified in Annex "C" to the SBIPS Supply Arrangement on the date an RFP is issued may be provided under that solicitation, without variation or substitution.
- (c) If Canada adds a new Domain, SA Holders who wish to qualify for the new Domain may submit a proposal at any time, as per the RFSA Schedule, to qualify for that Domain. Upon successful qualification, that Domain will simply be added to the SA Holder's existing Supply Arrangement.
- (d) If Canada revises the requirements associated with a Domain, the associated qualification process may be different for existing SA Holders than for new suppliers, in that existing SA Holders may be required only to qualify in respect of the modifications.

B.2 Security Requirement

- (a) The Supplier must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) in order to become and remain an SA Holder. The Supply Arrangement Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the Supply Arrangement.
- (b) Requirements to be procured under this Supply Arrangement may be subject to security requirements as specified in each individual bid solicitation. Various pre-approved Security Requirement Check Lists (SRCL) are attached as Annex "A" to this Supply Arrangement and are available for use by the Client. Each bid solicitation will identify which SRCL will apply to any resulting contract.
- (c) These generic SRCLs may not meet the needs of some Clients for some requirements. In such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual requirement.
- (d) For any given contract, the highest level of corporate security attainable by a joint venture Supplier through CISD of PWGSC is the lowest level held by any single member of the joint venture at the time of bid solicitation issuance. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS) level. The highest corporate security level for which the joint venture would be considered under this SA framework would be DOS until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the Secret level, as issued by CISD.
- (e) Existing supply arrangement holders requesting sponsorship for a security upgrade, can do so by sending their request via email at any given time to the following address:
RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca

B.3 Standard Instructions, Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting Contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada (PWGSC).

General Conditions

2020 (2010-01-11) General Conditions, Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement, with 3(e) revised as follows:

3(e) neither the Supply Arrangement or any bid in response to a bid solicitation issued in accordance with it can be assigned or transferred in whole or in part.

B.4 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of solution-based professional services including any goods provided to support these professional services to the federal government under contract resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a Quarterly basis to the Public Works and Government Services Canada Supply Arrangement Authority.

These submissions must be made by completing and forwarding an electronic copy of the Quarterly Usage Report (in Excel format) to the Supply Arrangement Authority:

- i) to the following e-mail address: RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca
- ii) With the e-mail subject line of: <SA Holder's Name>SBIPS Quarterly Usage Report<Q_20__>.

The Quarterly periods are defined as follows:

Quarter	Period to be Covered	Due on or before
1st	April 1 to June 30	July 10
2nd	July 1 to September 30	October 10
3rd	October 1 to December 31	January 10
4th	January 1 to March 31	April 10

Electronic reports must be completed and forwarded to the Supply Arrangement Authority no later than 10 calendar days after the end of the Quarter. Each QUR must be submitted using the electronic template available for download from the SBIPS website (see Annex "D" to the SBIPS Supply Arrangement for a sample QUR).

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. **If no services are provided during a given period, the Supplier must still provide a "NIL" report.** These submissions must be made by completing and forwarding an electronic copy of the QUR (in Excel format) to the Supply Arrangement Authority at the following e-mail address: RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca with the e-mail subject line of: <SA Holder's Name>SBIPS Quarterly Usage Report<Q_20__>.

Failure to provide fully completed reports in accordance with the above instructions may result in the withdrawal by Canada from the Supply Arrangement, the removal of the Supplier from the list of qualified suppliers and the application of a vendor performance corrective measure.

B.5 Term of Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it. The period for awarding contracts under the Supply Arrangement begins upon the Supply Arrangement effective date.

B.6 Authorities For Canada

- (a) **Contracting Authority:** The Contracting Authority permitted to requisition services in accordance with this Supply Arrangement under any resulting contract will be the PWGSC Procurement Representative, designated to act on behalf of a Client, or the

Client's Procurement Representative. All matters pertaining to the administration of, amendments to, or changes in the terms of the contract will be referred to the Contracting Authority. Any changes to the requirement during the life of the contract must be authorized, in writing, by the Contracting Authority. No work is to be performed in excess of or outside the scope of the requirement based on instruction from any government personnel other than the Contracting Authority.

- (b) **Supply Arrangement Authority:** The Supply Arrangement Authority identified below, or an authorized representative, is responsible for all matters pertaining to the administration of this Supply Arrangement by Canada, which include authorization of any changes to this Supply Arrangement, interpretation of the provisions of this Supply Arrangement as they apply to contracts issued against the Supply Arrangement and the issuance of all notices that relate to this Supply Arrangement. Any changes to the Supply Arrangement must be authorized in writing by the Supply Arrangement Authority.

Name: Rebecca Toman
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Informatics Methods of Supply
Address: Place du Portage, Phase III, 0A1
11 Laurier Street, Gatineau, Québec, K1A 0S5
Telephone: (866) 930-4667 or (819) 934-4667
Facsimile: (819) 956-7827

Email: RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca

- (c) The Supplier acknowledges that Contracting Authorities are without authority to vary or amend the terms or the scope of this Supply Arrangement.

B.7 Supplier Representative(s)

This individual is the central point of contact within the Supplier for all matters pertaining to this Supply Arrangement. The Supplier confirms that this individual has the authority to bind the Supplier. It is the Supplier's sole responsibility to ensure that the information related to the Supplier Representative is correct and to inform the SA Authority of any change to it.

Name: *[The SA Holder-Specific Information will include the*
Telephone: *information provided in the "Offeror Profile" submitted in response*
Facsimile: *to Annex "A" to Part A of the RFSA, or, as amended by the SA*
Address: *Holder. Such information will be available to Clients through the*
Email: *SBIPS website.]*

The Supplier's Representative may delegate to another individual to represent the Supplier for administrative and technical purposes under any contract issued pursuant to this Supply Arrangement.

B.8 Client

Any reference to "**Client(s)**" includes any Government Department, Departmental Corporation or Agency, or other Crown entity described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

B.9 Ongoing Opportunity for Qualifications

A Request for Supply Arrangement will be issued in accordance with the process set out in Part A of the RFSA to allow new suppliers to become qualified. Existing qualified suppliers who have

been issued a Supply Arrangement will not be required to submit a new proposal, but will be required to confirm their existing arrangement.

B.10 Priority of Documents

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

- a. The articles of the Supply Arrangement;
- b. The General Conditions 2020 (2010-01-11), General Conditions -Supply Arrangement - Goods or Services
- c. Annexes A, B, C, E, F, and D of this SA in that order; and
- d. The Supplier's response received against the SBIPS RFSA.

B.11 Compliance

- a. Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.
- b. the SA Holder (and its members as applicable) must continue to meet all the qualification requirements described in RFSA EN537-05IT01/G while it holds a Supply Arrangement.
- c. the SA Holder (and its members or subcontractors, as applicable) not publish or make available any promotional/marketing literature associated in any way with this Supply Arrangement without the prior approval of the SA Authority;
- d. all certifications made in the SA Holder's original proposal be true on the date of this Supply Arrangement and remain true throughout the Supply Arrangement Period (the SA Holder acknowledges that Canada is entitled to verify these certifications throughout the Supply Arrangement Period); and
- e. the SA Holder must obtain and maintain all permits, licences and certificates of approval required by any applicable federal, provincial or municipal legislation that are required to perform any resulting Contracts and pay any charges imposed by such legislation or regulations. Upon request, the SA Holder must provide a copy of any such permit, licence, or certificate to the Contracting Authority.

Canada may verify compliance with these conditions at any time during the Supply Arrangement and failure to meet any of these conditions constitutes grounds for setting aside authority to use this Supply Arrangement.

B.12 Continuing Qualification of Supply Arrangement

- (a) The SA Holder must immediately notify the SA Authority if it no longer meets any of the mandatory qualification requirements of this Supply Arrangement.
- (b) As identified in General Conditions 2020 06 (2010-01-11), PWGSC may require a Supplier to confirm its qualification at any time. For example, the SA Authority may require a Supplier to provide evidence that:
 - i. the insurance it carries continues to meet the requirements of RFSA EN537-05IT01/G; or

-
- ii. it continues to hold the necessary security clearance; or
 - iii. it continues to meet the financial viability provisions as stated in the RFSA; or
 - iv. it continues to have the technical ability and experience required to deliver the Services for which it is qualified; or
 - v. the Joint Venture membership remains as stated in this Supply Arrangement.
- (c) Where the Supplier no longer meets any of the individual requirements for qualification or if within 10 working days of a request by the SA Authority, the supplier is unwilling or unable to provide evidence acceptable to the SA Authority. Canada may, at its option, in addition to the options listed in General Conditions 2020 06 02 (2010-01-11):
- i. suspend the Supply Arrangement in its entirety or the Supplier's qualification under specific Regions and/or Tiers of this Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During suspension time, the Supplier will not be eligible to bid on bid solicitations issued under the Supply Arrangement or for those Regions and/or Tiers; or
 - ii. cancel the Supply Arrangement in its entirety or the Supplier's qualification for specific Regions and/or Tiers of this Supply Arrangement.
- (d) The circumstances for suspension or cancellation identified in General Conditions 2020 09 01 (2010-01-11) are augmented to include the following:
- i. Distribution or publication of advertising, including information included in company websites, which might be interpreted as suggesting that unauthorized services are available under the Supply Arrangement;
 - ii. Canada has documented at least two instances of poor performance under contracts awarded against the Supply Arrangement. An instance of poor performance may include, but is not limited to, late or failed delivery of reports or services including the required number of skilled resources, lack of timely notification given to the PWGSC Supply Arrangement Authority of changes in the Supplier's Authorized Representative, insurance coverage or security status, or non-compliance with invoicing procedures;
 - iii. Canada has documented at least three instances where the Supplier refused to propose resources for a RFP issued under the SA framework for which the Supplier has been qualified;
 - iv. Canada has documented at least three instances under contracts awarded against the SA where, when required to submit resources under a tasking request, the Supplier did not respond, did not submit the required number of resources, submitted resources that did not meet the requirements of the contract, or submitted resources at pricing exceeding the amount specified under the contract;
 - v. Canada has documented at least three occasions of poor client satisfaction by the same Client, or, at least five occasions of poor client satisfaction by any Client, for Services provided by the Supplier under contracts.
- (e) The Supplier acknowledges that Canada may publish information regarding the status of the Supplier's Arrangement, including the suspension or withdrawal of authority to use the Supply Arrangement.

B.13 Applicable Laws

The Supply Arrangement and any contract resulting from the Supply Arrangement must be interpreted and governed and the relations between the parties determined, by the laws in force in the province of Ontario unless otherwise stipulated in the supplier's proposal response to the RFSA.

B.14 Bid Solicitation

1) Bid Solicitation Documents:

Canada will use the bid solicitation template 2T-HIGH1 available in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>), as the basis for issuing bid solicitations under this Supply Arrangement and as provided in Annex "E" to of the Supply Arrangement. Each bid solicitation will contain as a minimum the following:

- (a) security requirements (if applicable);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) financial capability (if applicable); and
- (h) certifications.

2) Bid Solicitation Process

Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

The bid solicitation will be posted on the Government Electronic Tendering Service (GETS) or will be sent directly to suppliers depending on the selection methodologies described in this SA. The Contracting Authority may consolidate requirements across Client and award contracts on a periodic basis to receive best or better pricing on services.

The following process for contracting will be followed under the Supply Arrangement framework:

- (i) **Request for Proposal (RFP):** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

The bid solicitation will be posted by the PWGSC Contracting Authority or the Client, on the Government Electronic Tendering Service (GETS) or will be sent directly to suppliers depending on the selection methodologies described in this SA.

Individual solicitations may be issued to SA Holders under the SBIPS SAs on an as-and-when required basis via GETS (or as applicable via a GoC web-based electronic procurement tool) by the PWGSC Contracting Authority or the Client.
- (ii) **RFP Content:** Individual solicitations will be based on the requirements of the Client for whom the Services will be performed, and will describe the requirements of a specific project, including the appropriate Domain of Expertise, Tier and Region. The award of the Contract may be made by assessing requirements and corporate or resource qualifications such as

insurance coverage, security level, individual consultant experience. All such requirements will be further described in each individual RFP.

- (iii) **Proposal Submission:** The selected SA Holders will be invited to submit a proposal via the GoC electronic procurement tool (or to the Contracting Authority as instructed in the SBIPS SA RFP, until such time as the electronic procurement tool is available). Based on the templates provided, the proposal may include electronic response templates for mandatory, rated and/or financial criteria, and mandatory certifications.

Only suppliers who are SA Holders at the time individual solicitations are issued are eligible to compete (i.e., suppliers to whom a Supply Arrangement has already been issued). In addition to being a SA Holder, in order to submit a proposal, a SA Holder must:

- 1) Be qualified in each Tier and Region and for the Domain of Expertise that are the subject of the solicitation, unless otherwise stated in the solicitation, at the time the solicitation is issued; and
- 2) Have the required security clearance level at the time the solicitation is issued.

- (iv) **Evaluation of the Proposal:** The Client will evaluate the qualifications and experience of the SA Holder against the requirements set out in the SBIPS SA RFP and as represented in the SA Holders proposal.

- (v) **Evaluation of Price and Basis of Selection:** The SA Holders price will be evaluated in accordance with the requirements as set out in the SBIPS RFP and as presented in the SA Holders Financial Proposal. Identification of the recommended SA Holder will be determined through the selection method identified in the SBIPS SA RFP. Canada reserves the right to evaluate individual solicitations issued under the SA framework on the basis of:

- (a) the lowest priced compliant bid;
- (b) point rated criteria which consider technical merit and price; or
- (c) some other evaluation method to be defined in the applicable SBIPS SA RFP.

- (vi) **Issuance of Contracts:** In accordance with the method of selection stated in the SBIPS SA RFP, a Contract will be issued by the Contracting Authority to authorize the SA Holder to proceed with the Services. The SA Holder will not undertake any of the specified Services unless and until a Contract is authorized by the Contracting Authority. The SA Holder must sign and return a copy of the Contract to the Contracting Authority. It is understood and agreed that the SA Holder must not commence any Services until authorized by the Contracting Authority.

(a) **Identification of Contract Authorities:**

Provided a Client has the legal authority to contract, it may choose to award contracts under this Supply Arrangement in accordance with the Tier 1 Contract Limitations described below. All Tier 2 contracts and those clients without legal authority to contract under Tier 1 will be managed by PWGSC. The SA Holder agrees only to perform individual contracts made by an authorized representative of Canada pursuant to this Supply Arrangement that do not exceed the applicable Contract Limitations.

Only Authorized Contracts to be Accepted: The Supplier agrees only to perform individual contracts made by an authorized representative of Canada pursuant to this Supply Arrangement that do not exceed the applicable Contract Limitations, outlined in the table below, Identification of Contract Authorities.

	Requirement Value (GST/HST included)	Contracting Authority
Tier 1	Requirements up to and including \$2M	Client/ PWGSC
Tier 2	Requirements greater than \$2M	PWGSC

(b) Tier 1 Requirement Limitations: Clients may allocate work and award contracts to SA Holders in the relevant Domain and Region in accordance with the following:

- (i) Requirement valued at or below NAFTA Threshold:** Client are encouraged to use the Professional Services (PS) On-line application for these requirements as identified at the following website:
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/index-eng.html>).
- (ii) Tier 1 Invitation of SA Holders:** Client may issue a contract to an SA Holder that best satisfies all the requirement particulars as set out in the bid solicitation in accordance with the following:
- **Up to and including \$1M:** A minimum of five (5) SA Holders must be invited to submit a proposal in response to a SBIPS SA RFP. Of the invited SA Holders, two (2) must be randomly selected .
 - **Greater than \$1M up to and including \$2M -** A minimum of seven (7) SA Holders must be invited to submit a proposal in response to a SBIPS SA RFP. Of the invited SA Holders, four (4) must be randomly selected.

A search tool through the Centralized Professional Services Website will be used by Clients to determine the list of suppliers invited to a requirement. There is no limit to the maximum number of SA Holders that may be invited to submit a proposal under Tier 1.

- (iii) Minimum Period to submit proposal:** As a minimum, each Tier 1 SBIPS SA RFP issued under this SA framework shall provide SA Holders with a minimum of ten (10) calendar days to submit their proposal. The time limit for bidding may be extended based upon the complexity of the requirement.
- (iv)** Each Tier 1 SBIPS SA RFP will be sent directly to the invited suppliers with a notice of proposed procurement posted on the Government Electronic Tendering Service (GETS), along with the names of the qualified SA Holders that have been invited to submit a proposal, until such time as GOC Web-Based electronic procurement tool is available.
- (v)** The invited suppliers list for each SBIPS SA RFP is final at the release of the RFP. No additional suppliers will be added to the list of invited suppliers once the RFP has been released.

(c) Tier 2 Requirements: Tier 2 requirements will be managed by a PWGSC Procurement Representative, on behalf of the Client in accordance with the following:

- (i) Tier 2 Invitation of SA Holders:** All Tier 2 requirements will be posted on the Government Electronic Tendering System (GETS) only. It will be the responsibility of all Tier 2 SA Holders to access GETS on a continuous basis to ensure they are kept informed of the various Tier 2 requirements available for which they have been qualified to submit bids. All associated documents (Request for Proposal / Statement of Work, etc) will be available for download from GETS. All Tier 2 SA Holders qualified in the relevant Domain and Region are invited to submit a proposal in response to a Tier 2 SBIPS SA RFP.

(ii) **Minimum Period to submit proposal:** As a minimum, each Tier 2 bid solicitation raised against this SA will provide Suppliers with a minimum of twenty (20) calendar days to submit their proposal. The minimum period to submit a proposal may be extended based on the complexity of the requirement.

(d) Multiple contracts to be awarded (Tier 1 or Tier 2):

Where a bid solicitation may result in multiple contracts, all SA Holders qualified in the relevant Domain, Level and Region will be invited either directly or via the Government Electronic Tendering Service (GETS) to submit a proposal. It will be the responsibility of all SA Holders to access GETS on a continuous basis to ensure they are kept informed of the various requirements available for which they have been qualified to submit bids. All associated documents (Request for Proposal / Statement of Work, etc) will be available for download from GETS.

B.15 Aboriginal Business(If Applicable)

The Supplier represents and warrants that it meets and will continue to meet throughout the duration of the Supply Arrangement, the eligibility requirements established by the Department of Indian and Northern Affairs for the Procurement Strategy for Aboriginal Business (PSAB) and that all the information it provided in its proposal that resulted in the issuance of this Supply Arrangement is correct and that it will immediately advise the Supply Arrangement Authority of any change in this information.

The Supplier also agrees to ensure that any subcontractor it engages with respect to any contract awarded under this Supply Arrangement, if required, satisfies the PSAB eligibility requirements.

The Supplier agrees to provide to Canada, immediately upon request, information to substantiate its compliance or its subcontractor's compliance with the eligibility requirements.

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

Not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program may result in disqualification of the Supplier from participating in future contracts under the Program and/or termination of any contract awarded pursuant to the Supply Arrangement. In the event that a contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada will, upon the request of Canada, be borne by the Supplier.

<i>Note to Offerors: This clause will only be included in Aboriginal Supply Arrangements.</i>
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Annex A to the SBIPS Supply Arrangement

SBIPS Generic Security Requirement Check Lists (SRCL's)

Various requirements procured under the Supply Arrangement may be subject to security requirements. These security requirements must be fully defined in the individual Request for Proposal (RFP) for the Supply Arrangement and any resulting contract in the form of a Security Requirement Check List (SRCL).

The twelve generic Security Requirement Check Lists (SRCLs) which PWGSC anticipates will satisfy most security requirements associated with individual requirements are included.

These generic SRCLs may not meet the needs of some Clients for some requirements. In such cases, under the SA process only, a unique SRCL fully describing the security requirements will be included in accordance with the Supply Arrangement framework.

See attached Annex "A" to the SBIPS Supply Arrangement for the list of SRCLs and Clauses

Annex B to the SBIPS Supply Arrangement

SBIPS Domains of Expertise

1. BUSINESS TRANSFORMATION

Services to improve and transform a business across organizational boundaries, business processes and technology platforms to better accomplish the needs and capabilities of the organization. Services may include change management, business process re-engineering, organizational development, etc.

2. ERP/ CRM

Services relating to the planning, design, implementation, integration and support of enterprise-wide systems that support corporate functions including finance, HR, customer relationship management or materiel with links to suppliers, stakeholders, and customers.

3. ELECTRONIC SERVICES DELIVERY

Services that use electronic transaction and management technology to facilitate access to government services. These services can include payment of financial benefits, prescribed benefits/services, provision of non-financial information, time and attendance tracking, and a myriad of other applications. It is an electronic means of providing access to the services and benefits that government agencies provide to citizens, residents, employees, and those entities with which government business is conducted

4. GEOSPATIAL INFORMATICS SERVICES

Geospatial Informatics Services are focused on the acquisition, geoprocessing, storage, analysis, dissemination and management of geographically referenced information for improved decision-making with Geographic Information Systems (GIS) and spatially enabled databases. This role involves the design, customization, implementation and delivery of technical geospatial solutions.

5. INFORMATION MANAGEMENT/BUSINESS INTELLIGENCE

Services aimed at providing knowledge workers with easy and timely access to the right information, on demand, from wherever it is created or maintained within the organization. Services range from strategy to implementation of ad hoc query, report writing, decision support analytics, content management, document management and records management.

6. IT SYSTEMS MANAGEMENT

Best Practices in IT Service Management assisting organizations in achieving operational excellence through the adoption of customer focused, process oriented, cost effective approaches to IT service delivery.

7. LEGACY SUPPORT AND TRANSITION

Support, maintenance and enhancement of the legacy computing environment and the transition of legacy applications to more advanced technologies.

8. MANAGED SERVICES

IT Infrastructure and applications management services that provide cost-effective support for business applications and IT infrastructure. Services include: desktop and server management, datacentre management, network management, application management and help desk support services.

9. NETWORK SERVICES

Services to plan, deploy, optimize and manage complex network infrastructures that support data, voice, video, etc.

10. SECURITY MANAGEMENT

Services that support an enterprise-wide approach to managing real-time security events, as well as proactive alerts and notifications of new vulnerabilities. This may include both best practices as well as infrastructure and technology solutions, and may include backup and disaster recovery capabilities as well as operational redundancy as deemed appropriate and reasonable protection.

Note: To be used in conjunction with CBIPS SA requirements where the work is primarily focused in other domains and Security Management services constitute a minor portion of the work only. Requirements with a primary focus on Security Management must be processed using the Cyber Protection Supply Arrangements (CPSA) (PWGSC File No. W2213-050347).

11. SYSTEMS INTEGRATION

Services to support the development, maintenance and integration and testing of system components to merge their functional and technical characteristics into a comprehensive, interoperable system. Services include project management, architecture, design, development, testing and deployment.

Annex C to the SBIPS Supply Arrangement

SBIPS SA Holders Eligible Domains of Expertise and Regions

Annex "C" to the SBIPS SA Holder's Eligible Domains of Expertise		
Bidder Name	<Supplier Legal Name>	
SBIPS Domains	Bidder Qualified in Domain	
	Tier 1	Tier 2
1. Business Transformation		
2. ERP / CRM		
3. Electronic Services Delivery		
4. Geospatial Informatics Services		
5. Information Management / Business Intelligence		
6. IT Systems Management		
7. Legacy Support and Transition		
8. Managed Services		
9. Network Services		
10. Security Management		
11. Systems Integration		
Regions	Bidder Qualified in Region	
Pacific		
Western		
Ontario		
National Capital		
Quebec		
Atlantic		

Note to Suppliers: The SBIPS SA Holders Eligible Domains of Expertise and Regions will be filled in at SA award.

Annex D to the SBIPS Supply Arrangement-

SBIPS Sample Quarterly Usage Report

Electronic Format to be provided upon issuance of Supply Arrangements.

See attached Annex “D” to the SBIPS Supply Arrangement for a sample

Annex E to the SBIPS Supply Arrangement

Model Bid Solicitation Form and Resulting Contract Clauses

See attachment Annex “E” to to the SBIPS Supply Arrangement for complete document

Annex F to the SBIPS Supply Arrangement

Model Task Authorization

See attachment Annex “F” to the SBIPS Supply Arrangement for the complete document

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

Various requirements procured under the Supply Arrangement may be subject to security requirements. These security requirements will be fully defined in the individual solicitation and the resulting contract.

Twelve Generic Security Requirement Check Lists (SRCL), which PWGSC anticipates will satisfy most security requirements associated with individual requirements, are included below in this Annex A and may be referred to, as required, in individual procurement actions under the SA framework.

The generic SRCLs may not meet the needs of some Clients for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with individual procurement action under the SA framework.

EN537-05IT01SBIPSG1	2
EN537-05IT01SBIPSG2.....	7
EN537-05IT01SBIPSG3.....	12
EN537-05IT01SBIPSG4.....	17
EN537-05IT01SBIPSG5.....	22
EN537-05IT01SBIPSG6.....	27
EN537-05IT01SBIPSG7.....	32
EN537-05IT01SBIPSG8	37
EN537-05IT01SBIPSG9.....	42
EN537-05IT01SBIPSG10.....	47
EN537-05IT01SBIPSG11.....	52
EN537-05IT01SBIPSG12.....	57
Other SRCL	62

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # EN537-051T01SBIPSG1

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, 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/Offeror personnel requiring access to PROTECTED A, B or C information as required, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).



Government of Canada
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Contract Number / Numéro du contrat

EN537-05/IT01SBIPSG1

Security Classification / Classification de sécurité
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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 ITSPD/Acquisitions		
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada		
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 <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <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

EN537-05IT01SBIPSG1

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

☒ No ☐ Yes
Non 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 ☐ 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 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 ☐ 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

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Canada



Government of Canada
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Contract Number / Numéro du contrat

EN537-05/T01SBIPSG1

Security Classification / Classification de sécurité
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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 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG1

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
Toman, Rebecca		Supply Specialist	<i>Rebecca Toman</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-956-2375	819-956-7827	rebecca.toman@tpsgc-pwgsc.gc.ca	Mar 18, 2011

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

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Robertson, Julie		SO	<i>Julie Robertson</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-956-0615	819-934-1449	julie.robertson@tpsgc-pwgsc.gc.ca	2011-03-21

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
Eric BOUQUIN		Contract Security Officer	<i>E. Bouquin</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613 960 9658	613 954-4171	Eric.G.Bouquin@tpsgc-pwgsc.gc.ca	March 21, 2011

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN537-05IT01SBIPSG2

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved: Document Safeguarding at the PROTECTED C level, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor 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 C.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG2

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 ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada				
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 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 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 checked="" 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

EN537-05IT01SBIPSG2

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

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☐ CONFIDENTIAL
CONFIDENTIEL

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ SECRET
SECRET

☐ NATO SECRET
NATO SECRET

☐ TOP SECRET
TRÈS SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

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



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du Canada

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EN537-05IT01SBIPSG2

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 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 ☐ 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).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-051T01SBIPSG2

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) Toman, Rebecca		Title - Titre Supply Specialist	Signature 	Date Mar 18, 2011
Telephone No. - N° de téléphone 819-956-2375	Facsimile No. - N° de télécopieur 819-956-7827	E-mail address - Adresse courriel rebecca.toman@tpsgc-pwgsc.gc.ca		

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

Name (print) - Nom (en lettres moulées) Robertson, Julie		Title - Titre SO	Signature 	Date 2011-03-21
Telephone No. - N° de téléphone 819-956-0615	Facsimile No. - N° de télécopieur 819-934-1449	E-mail address - Adresse courriel julie.robertson@tpsgc-pwgsc.gc.ca		

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	Date
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	

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

Name (print) - Nom (en lettres moulées) Ryan Dear		Title - Titre Contract Security Officer	Signature 	Date 2011-03-21
Telephone No. - N° de téléphone 613-941-5026	Facsimile No. - N° de télécopieur 613-954-4171	E-mail address - Adresse courriel Ryan.Dear@TPSGC-PWGSC.GC.CA		

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN537-05IT01SBIPSG3

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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 RELIABILITY, CONFIDENTIAL or SECRET, as required, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



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Contract Number / Numéro du contrat

EN537-061T01SBIPSG3

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 ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada				
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 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 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 checked="" type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>		PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EN537-051T01SBIPSG3

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
☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT
☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☒ CONFIDENTIAL
CONFIDENTIEL
☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☒ SECRET
SECRET
☐ NATO SECRET
NATO SECRET

☐ TOP SECRET
TRÈS SECRET
☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

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



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	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 ☐ 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).



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG3

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)

Toman, Rebecca

Title - Titre

Supply Specialist

Signature

Telephone No. - N° de téléphone
819-956-2375

Facsimile No. - N° de télécopieur
819-956-7827

E-mail address - Adresse courriel
rebecca.toman@tpsgc-pwgsc.gc.ca

Date
2011/03/14

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

Name (print) - Nom (en lettres moulées)

Robertson, Julie

Title - Titre

SO

Signature

Telephone No. - N° de téléphone
819-956-0615

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
julie.robertson@tpsgc-pwgsc.gc.ca

Date
2011-03-21

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)

RYAN DEAR

Title - Titre

CONTRACT SECURITY OFFICER

Signature

Telephone No. - N° de téléphone
613-941-5026

Facsimile No. - N° de télécopieur
613-954-4171

E-mail address - Adresse courriel
RYAN.DEAR@TPSGC-PWGSX.GC.CA

Date
2011-03-21

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN537-05IT01SBIPSG4

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved: Document Safeguarding at the SECRET level, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/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 RELIABILITY, CONFIDENTIAL or SECRET, as required, granted or approved by the CISD, PWGSC.
3. The Contractor 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 Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG4

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 ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada			
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 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 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 checked="" type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input checked="" 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"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN637-05/T01SBIPSG4

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
COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" 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 ☐ 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

Gouvernement
du Canada

Contract Number / Numéro du contrat

EN537-06/T01SBIPSG4

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 TRÈS 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	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 ☐ 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-051T01SBIPSG4

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	
Toman, Rebecca		Supply Specialist			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date	
819-956-2375	819-956-7827	rebecca.toman@tpsgc-pwgsc.gc.ca		2011/03/14	

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

Name (print) - Nom (en lettres moulées)		Title - Titre		Signature	
Robertson, Julie		SO			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date	
819-956-0615	819-934-1449	julie.robertson@tpsgc-pwgsc.gc.ca		2011-03-21	

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	
RYAN DEAR		CONTRACT SECURITY OFFICER			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date	
613-941-5026	613-954-4171	RYAN.DEAR@TPSGC-PWGS.CA		2011-03-21	

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN537-05IT01SBIPSG5

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of TOP SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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 RELIABILITY, CONFIDENTIAL, SECRET or TOP SECRET as required, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05/IT01SBIPSG5

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 ITSPD/Acquisitions
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada		
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 <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input checked="" type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Gouvernement
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EN537-051T01SBIPSG5

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
COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input checked="" 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 ☐ 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



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 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 ☐ 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 (o.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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Contract Number / Numéro du contrat

EN537-051T01SBIPSG5

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)

Toman, Rebecca

Title - Titre

Supply Specialist

Signature

Telephone No. - N° de téléphone
819-956-2375

Facsimile No. - N° de télécopieur
819-956-7827

E-mail address - Adresse courriel
rebecca.toman@tpsgc-pwgsc.gc.ca

Date
2011/03/14

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

Name (print) - Nom (en lettres moulées)

Robertson, Julie

Title - Titre

SO

Signature

Telephone No. - N° de téléphone
819-956-0615

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
julie.robertson@tpsgc-pwgsc.gc.ca

Date

2011-03-21

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)

RYAN DEAR

Title - Titre

CONTRACT SECURITY OFFICER

Signature

Telephone No. - N° de téléphone
613-941-5026

Facsimile No. - N° de télécopieur
613-954-4171

E-mail address - Adresse courriel
Ryan.Dear@TPSGC-PWGS.gc.ca

Date

2011-03-21

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN537-05IT01SBIPSG6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of TOP SECRET, with approved: Document Safeguarding at the TOP SECRET level, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/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 RELIABILITY, CONFIDENTIAL, SECRET or TOP SECRET, as required, granted or approved by the CISD, PWGSC.
3. The Contractor 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 TOP SECRET.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



Government of Canada
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Contract Number / Numéro du contrat

EN537-05IT01SBIPSG6

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 ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada				
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 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 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 checked="" type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>		PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" 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 checked="" 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

EN537-05IT01SBIPSG6

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
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

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 checked="" type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input checked="" 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 ☐ Yes
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes

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

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG8

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	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
						TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	COSMIC TRÈS SECRET	A	B	C	CONFIDENTIAL			
Information / Asas Renseignements / Biais 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 ☐ 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG6

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)

Toman, Rebecca

Title - Titre

Supply Specialist

Signature

Telephone No. - N° de téléphone
819-956-2375

Facsimile No. - N° de télécopieur
819-956-7827

E-mail address - Adresse courriel
rebecca.toman@tpsgc-pwgsc.gc.ca

Date
2011/03/14

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

Name (print) - Nom (en lettres moulées)

Robertson, Julie

Title - Titre

SO

Signature

Telephone No. - N° de téléphone
819-956 0615

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
julie.robertson@tpsgc-pwgsc.gc.ca

Date

2011-03-21

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)

RYAN DEAR

Title - Titre

CONTRACT SECURITY OFFICER

Signature

Telephone No. - N° de téléphone
613-941-5026

Facsimile No. - N° de télécopieur
613-954-4171

E-mail address - Adresse courriel
RYAN.DEAR@TPSGC-PWGSX-CC.CA

Date

2011-03-21

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # EN537-051T01SBIPSG7

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, 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/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG7

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 ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada			
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 B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <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"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG7

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
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 ☐ 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



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?
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).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG7

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
Toman, Rebecca		Supply Specialist	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-956-2375	819-956-7827	rebecca.toman@tpsgc-pwgsc.gc.ca	2011/03/14

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

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Robertson, Julie		SO	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-956-0615	819-934-1449	julie.robertson@tpsgc-pwgsc.gc.ca	2011-03-21

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
Eric Bouquin		Contract Security Officer	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613 960-9658	613 954-4171	Eric.Bouquin@tpsgc-pwgsc.gc.ca	March 21, 2011

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # EN537-051T01SBIPSG8

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED C, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. The Contractor 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 C.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG8

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 ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada				
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 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 checked="" 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 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) TRÈS SECRET (SIGINT) <input type="checkbox"/>				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG8

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
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 ☐ 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



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 COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
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).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-06IT01SBIPSG8

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)

Toman, Rebecca

Title - Titre

Supply Specialist

Signature

Telephone No. - N° de téléphone
819-956-2375

Facsimile No. - N° de télécopieur
819-956-7827

E-mail address - Adresse courriel
rebecca.toman@tpsgc-pwgsc.gc.ca

Date
2011/03/14

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

Name (print) - Nom (en lettres moulées)

Robertson, Julie

Title - Titre

SO

Signature

Telephone No. - N° de téléphone
819-956-0615

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
julie.robertson@tpsgc-pwgsc.gc.ca

Date

2011/03-21

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)

Eric Bouquie

Title - Titre

Contract Security
officer

Signature

Telephone No. - N° de téléphone
613 960-9658

Facsimile No. - N° de télécopieur
613 954-4171

E-mail address - Adresse courriel
Eric G. Bouquie @

Date

March 22, 2011

tpsgc-pwgsc.gc.ca

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # EN537-051T01SBIPSG9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/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 RELIABILITY STATUS, CONFIDENTIAL, or SECRET, as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG9

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 ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No <input type="checkbox"/> Non	
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"/> Yes <input type="checkbox"/> 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) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No <input type="checkbox"/> Non	
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"/> Non	
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"/> Non	
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 B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <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"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Government
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Gouvernement
du Canada

Contract Number / Numéro du contrat

EN537-05/IT01SBIPSG9

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
☐ TOP SECRET- SIGINT
TRÈS SECRET - SIGINT
☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☒ CONFIDENTIAL
CONFIDENTIEL
☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☒ SECRET
SECRET
☐ NATO SECRET
NATO SECRET

☐ TOP SECRET
TRÈS SECRET
☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

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



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	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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Contract Number / Numéro du contrat

EN537-05IT01SBIPSG9

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) Toman, Rebecca		Title - Titre Supply Specialist	Signature
Telephone No. - N° de téléphone 819-956-2375	Facsimile No. - N° de télécopieur 819-956-7827	E-mail address - Adresse courriel rebecca.toman@tpsgc-pwgsc.gc.ca	Date 2011/03/14

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

Name (print) - Nom (en lettres moulées) Robertson, Julie		Title - Titre SO	Signature
Telephone No. - N° de téléphone 819-956-0615	Facsimile No. - N° de télécopieur 819-934-1449	E-mail address - Adresse courriel julie.robertson@tpsgc-pwgsc.gc.ca	Date 2011-03-14

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) ERIC BOUQUIN		Title - Titre Contract Security officer	Signature
Telephone No. - N° de téléphone 613 960-9658	Facsimile No. - N° de télécopieur 613 954-4171	E-mail address - Adresse courriel eric.bouquin@tpsgc-pwgsc.gc.ca	Date March 21, 2011

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN537-05IT01SBIPSG10

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved: Document Safeguarding at the SECRET level, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/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 RELIABILITY, CONFIDENTIAL or SECRET, as required, granted or approved by the CISD, PWGSC.
3. The Contractor 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 Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-051T01SBIPSG10

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 ITSPD/Acquisitions
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
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
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
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
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
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 <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>	NATO TOP SECRET <input type="checkbox"/>	TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRÈS SECRET <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

EN537-05IT01SBIPSG10

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
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

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
☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT
☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☒ CONFIDENTIAL
CONFIDENTIEL
☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☒ SECRET
SECRET
☐ NATO SECRET
NATO SECRET

☐ TOP SECRET
TRÈS SECRET
☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

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

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

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

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

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

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

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

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			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	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 ☐ 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05101SBIPSG10

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
Toman, Rebecca	Supply Specialist	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
819-956-2375	819-956-7827	rebecca.toman@tpsgc-pwgsc.gc.ca
		Date
		2011/03/14

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

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Robertson, Julie	SO	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
819-956-0615	819-934-1449	julie.robertson@tpsgc-pwgsc.gc.ca
		Date
		2011-03-21

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
Ryan Dear	Contract Security Officer	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-941-5626	613-954-9171	Ryan.Dear@PPSC-PPSC.GC.CA
		Date
		2011-03-22

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #EN537-05IT01SBIPSG11

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of TOP SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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 RELIABILITY, CONFIDENTIAL, SECRET or TOP SECRET as required, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG11

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 Canada		2. Branch or Directorate / Direction générale ou Direction ITSPD/Acquisitions	
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada			
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 checked="" type="checkbox"/>		NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>		NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>		NATO RESTRICTED <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>		NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>		NATO CONFIDENTIAL <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input checked="" type="checkbox"/>		NATO SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input checked="" type="checkbox"/>		NATO TOP SECRET <input type="checkbox"/>	TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		COSMIC TRÈS SECRET <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

EN537-06IT01SBIPSG11

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

☒ No ☐ Yes
Non 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 ☐ 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
☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT
☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☒ CONFIDENTIAL
CONFIDENTIEL
☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☒ SECRET
SECRET
☐ NATO SECRET
NATO SECRET

☒ TOP SECRET
TRÈS SECRET
☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

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

☒ No ☐ Yes
Non Oui
☒ 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



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	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 ☐ 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).



Government
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du Canada

Contract Number / Numéro du contrat

EN537-051T01SBIPSG11

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)

Toman, Rebecca

Title - Titre

Supply Specialist

Signature

Telephone No. - N° de téléphone
819-956-2375

Facsimile No. - N° de télécopieur
819-956-7827

E-mail address - Adresse courriel
rebecca.toman@tpsgc-pwgsc.gc.ca

Date
2011/03/14

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

Name (print) - Nom (en lettres moulées)

Robertson, Julie

Title - Titre

SO

Signature

Telephone No. - N° de téléphone
819-956-0615

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
julie.robertson@tpsgc-pwgsc.gc.ca

Date

2011-03-21

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 ☐ Yes
Non 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)

RYAN DEAR

Title - Titre

CONTRACT SECURITY OFFICER

Signature

Telephone No. - N° de téléphone
613-941-5026

Facsimile No. - N° de télécopieur
613-954-4171

E-mail address - Adresse courriel
RYAN.DEAR@TPGSC-PWGSC.GC.CA

Date

2011-03-23

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

Annex “A” to the SBIPS Supply Arrangement

SBIPS Generic Security Requirements Check List (SRCLs)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # EN537-051T01SBIPSG12

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of TOP SECRET, with approved Document Safeguarding at the level of TOP SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/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 RELIABILITY STATUS, CONFIDENTIAL, SECRET or TOP SECRET as required, granted or approved by the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of TOP SECRET.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN537-05IT01SBIPSG12

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 ITSPD/Acquisitions		
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 Supply Arrangement for the provision of Solutions Based Informatics Professional Services to the Government of Canada		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input type="checkbox"/> No <input checked="" 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 <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input checked="" type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input checked="" type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRÈS SECRET <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

EN637-05IT01SBIPSG12

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
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

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
☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT
☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☒ CONFIDENTIAL
CONFIDENTIEL
☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☒ SECRET
SECRET
☐ NATO SECRET
NATO SECRET

☒ TOP SECRET
TRÈS SECRET
☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

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

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

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

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

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

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

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

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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 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?
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).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN637-05IT01SBIPSG12

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)

Toman, Rebecca

Title - Titre

Supply Specialist

Signature

Telephone No. - N° de téléphone
819-956-2375

Facsimile No. - N° de télécopieur
819-956-7827

E-mail address - Adresse courriel
rebecca.toman@tpsgc-pwgsc.gc.ca

Date
2011/03/14

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

Name (print) - Nom (en lettres moulées)

Robertson, Julie

Title - Titre

SO

Signature

Telephone No. - N° de téléphone
819-956-0615

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
julie.robertson@tpsgc-pwgsc.gc.ca

Date

2011-03-21

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)

Eric Bouquin

Title - Titre

Contract Security
officer

Signature

Telephone No. - N° de téléphone
613 960 9658

Facsimile No. - N° de télécopieur
613 954-4171

E-mail address - Adresse courriel
Eric.G.Bouquin@tpsgc-pwgsc.gc.ca

Date

March 22, 2011

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Note: The following clause will be used when a Security Requirement other than those described in the generic SRCL applies.

The Contractor/Offeror shall comply entirely with the following Security Requirement Check List:
[to be indicated at time of RFP, if applicable].

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE #: [to be determined at time of RFP]



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

SBIPS Quarterly Usage Report (QUR)

General Instructions

1.0 Introduction

The Government of Canada (GoC) requires the Solutions-Based Informatics Professional Services (SBIPS) Supply Arrangement (SA) Holder (Supplier) to provide a Quarterly Usage Report (QUR) to the SBIPS Supply Arrangement Authority on a quarterly basis to report contract activity during the applicable period. If there is no activity to report, SA Holders **MUST** indicate "NIL" in the appropriate field of the spreadsheet (see Part 12.0 below).

Important Notes:

- A separate QUR **MUST** be submitted for each Supplier's Supply Arrangement should an SA Holder hold more than one (i.e. Joint Venture). Each QUR must be submitted using separate EXCEL files with different file name- see 3.0 below).
- For Contracts with varying Basis Of Payment (i.e. different domains; hardware; software; travel and living; etc) each must be reported on a separate row of the SA report.

2.0 Response Due Date

The QUR **MUST** be reported to the SBIPS SA Authority in accordance with the following schedule. Failure to submit a report may result in suspension of SBIPS contracting vehicle.

Quarter	Period to be Covered	Due on or before
1st	April 1 to June 30	July 10
2nd	July 1 to September 30	October 10
3rd	October 1 to December 31	January 10
4th	January 1 to March 31	April 10

3.0 Returning the Completed QUR

Please e-mail the completed QUR to: RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca with the following email subject line :
<SA Holder's Company Name>SBIPS Quarterly Usage Report-Q_20_> (Example : ABC123 Company Ltd -SBIPS Quarterly Report- Q3 2009)

4.0 Complete All Questions

SA Holders **MUST** complete all applicable portions of the QUR documents - including the Company Profile.

5.0 Provide Direct Responses to Questions

Do not substitute brochures, catalogues or annual reports in lieu of answers to our questions.

6.0 Currency

All rates are to be reported in Canadian dollars (CDN).

7.0 Confidentiality

GoC will keep your company's response confidential from other Suppliers. Only authorized Government Users will have access to Supplier information.

8.0 Changing the Format of QUR

SA Holders are not permitted to change the format of the QUR. Recommendations or suggestions to improve the report are to be directed to the SBIPS SA Authority at the email address indicated at Part 11.0 below.

9.0 Answering all Questions

This QUR questionnaire has three sections identified by the labels of each worksheet on this file. The fields that allow editing are painted in white. Use your mouse to move between required fields. Some fields have pull down lists - you must use only the options presented on the lists provided.

10.0 SA Holder's Representative (or delegated representative)

PWGSC considers the individual named under Article 11.11 SA Holders Representative(s) of the Supply Arrangement to be the SA Holder's primary source of communication. Should this individual not be available at the date of the QUR submission, an alternate contact should be included with your QUR using the template provided under tab II. Company Profile

11.0 Questions



Should you need further clarification, please forward your question by e-mail to the following address (do not forget to include your name and contact number so we can contact you immediately) :

RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca


12.0 Field Description

Solutions-Based Informatics Professional Services Quarterly Usage Report (QUR) Field Information

Field	Description
SA Number and Company Name	Automatically filled column. Company name and SA Number is displayed when data is entered on row. Ensure both data elements are correct.
Client Department Contract Number or "NIL"	Client Department unique contract number. Not to be confused with the contract number of the specific SA EN537-05101/XXX. SA Holders must input "NIL" if there is no contract/ activity to report during the reporting period (no other fields require an entry).
Initial Contract (C) or Amendment (A)	Using the pull down list provided, please choose (C) indicating the reporting of the initial Contractor (A) for an Amendment to a previously reported Contract Reporting is for activity in the reporting period only.
Contract Authority Department	A pull-down list is provided for the more common Government Departments. Contracting Authority can either be PWGSC or a Client Department. Type in applicable Government Department if not listed.
Name of Contracting Authority	This column contains the name of the government Contracting Authority who issued the Contract.
Client Department	A pull-down list is provided of the more common Government Departments. Type in applicable Government Department if not listed.
Tier	From the pull-down list, choose whether the contract is a Tier 1 or Tier 2 requirement.
Region Services Provided	From the pull-down list, choose the Region where the services are required.
Basis of Payment (BOP)	The Basis of Payment column provides for two choices in the pull-down list: Professional Services or Other Costs which will be further detailed in the next field entitled Domain/Other Costs
Domain/Other Costs	If "Professional Services" is selected in the Basis of Payment column, a pull-down list naming the SBIPS Domains will be available for selection. If "Other Costs" is selected in the Basis of Payment column, choices will include "Hardware" (further info required in Remarks column), "Software" (further info required in Remarks column, "Travel and Living" and, "Other Costs" (further info required in Remarks column). Each "Domain" and/or "Other Costs" selected must be on a separate row of the Report.
Method of Payment	Drop-down list choices include: "Payment upon completion of the Work"; "Progress Payments"; "Milestone Payments" and, "Combination of Methods" (mixture of methods)
Contract Start Date	Date Contract was awarded.
Contract End Date	Date Contract will end (Does not include unfunded option periods). Option periods/amendments exercised MUST be reported in Quarter issued.
Total Amount (per BOP)	Please indicate the total amount contracted based on the selections in the BOP and Domain/Other Costs columns. Do not include option periods. Option Periods will be reported on the QUR of the period the option was exercised by Canada.



Public Works and
Government Services
Canada



Travaux publics et
Services gouvernementaux
Canada

Indicate if this report
concerns contract
activity. (Yes/No)

SBIPS Quarterly Usage Report (QUR)

SA Holder Profile

(1) Please complete your company details in the spaces below:

SBIPS SA No.:
Company name:
Website:
Business address:
City:
State / Province:
Postal code:
Country:
Phone No.:
Fax No.:



EN53743T017

(2) Complete the details of the person who is the primary contact regarding this QUR:


Contact name:
Title:
Business address:
City:
State / Province:
Postal code:
Country:
Phone No.:
Fax No.:
Email:

(3) If applicable, provide details for the Alternate contact regarding this QUR:

Alternate contact name:
Title:
Business address:
City:
State / Province:
Postal code:
Country:
Phone No.:
Fax No.:
Email:



Public Works and
Government Services
Canada



Travaux publics et
Services gouvernementaux
Canada

SBIPS Supply Arrangement Holders Quarterly Update Report (QUR)

No	Client Department Contract Number or Name (use entry only)	Initial Contract or Amendment (pull down menu only)	Contracting Authority Department (pull down entry or user entry)	Name of Contract Authority (use entry only)	Client Department (pull down entry or user entry)	Tier (pull down menu only)	Region Services Provided (pull-down entry only)	Basis of Payment (BOP) (pull down menu only)	Domain/Other Costs	Method of Payment (pull down menu only)	Contract Start Date (use entry only) (dd-mm- yy)	Contract End Date (use entry only) (dd-mm- yy)	Total Contract Amount (per BOP) (use entry only)	Supplier Remarks (use entry only - please feel free to provide comments)
1														
2														
3														
4														

Page 2

SBIPS Quarterly Usage Report (QUR)																			
<div>Indicate if this report contains no direct activity. (Yes/No)</div> <div></div>																			
SA Holder Profile																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			

ANNEX E TO THE SBIPS SUPPLY ARRANGEMENT

SBIPS MODEL BID SOLICITATION

AND RESULTING CONTRACT CLAUSES

This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) under the Solutions Based Informatics and Professional Services (SBIPS) Supply Arrangement (SA) method of supply.

To the extent possible, these Articles are written as they will appear in any future SBIPS RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual Client requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual Client requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFSA. Suppliers submitting an Offer containing statements implying that their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Offerors with concerns regarding the provisions of the Model Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFSA.

Note to Contracting Officer:

In final versions of individual RFPs, all the coloured text boxes containing commentary must be removed. Only the white boxes containing Notes to Bidders would remain.

Words in blue indicate variables that must be addressed by the Contracting Officer.

Option: Clauses that form part of a series of alternatives (e.g., Option 1, Option 2, Option 3). Contracting officer should select the proper option and delete the alternative clauses not applicable to the requirement.

This Request for Proposal (RFP) is issued to solicit bids from pre-qualified suppliers holding a valid Solutions-Based Informatics Professional Services Supply Arrangement (SBIPS SA) issued pursuant to the Request for Supply Arrangement (RFSA) solicitation No. EN537-05IT01.

Unless otherwise specified in this document, all terms and conditions of the SBIPS SA apply & shall be incorporated into this SBIPS SA RFP and any resulting contract by reference.

☐ There is currently one or more Contractors performing some of the services described in this RFP.

☐ No Contractor is presently performing these services.

Specific terms of this SBIPS SA RFP are as follows:

A. Project Summary

This SBIPS SA RFP is being competed under Tier [insert Tier #] for the [insert Client name] in the [insert region] region.

This SBIPS SA RFP is a requirement involving the following SBIPS Domain of Expertise [select applicable Domain and delete those not relevant]:

1. Business Transformation
2. ERP/CRM
3. Electronic Services Delivery
4. Geospatial Informatics Services
5. Information Management/Business Intelligence
6. IT Systems Management
7. Legacy Support and Transition
8. Managed Services
9. Network Services
10. Security Management [Note: only to be used in conjunction with SBIPS requirements where the Work is primarily focused in other Domains of Expertise and Security Management services constitute a minor portion of the work only. Requirements with a primary focus on Security Management will be processed the framework of the Cyber Protection Supply Arrangement (CPSA) (PWGSC File No. W2213-050347)]
11. Systems Integration

[Insert additional requirement summary information]

B. Potential Bidders [Select applicable option]

[Option 1] The following pre-qualified SBIPS SA Holders under Tier 1 in the [TBD] region have been invited to bid on this requirement. Other pre-qualified SA Holders interested in receiving this RFP may request a copy of the solicitation from the Contracting Authority identified under the article entitled "Enquiries - Solicitation Period" of this solicitation.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EN537-05IT01/G

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

[Option 2] ALL qualified Tier [insert Tier #] SBIPS SA Holders in the [TBD] region are been invited to bid on this requirement

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	10
1.1 Introduction	10
1.2 Summary	10
1.3 Description of Requirement	11
PART 2 - BIDDER INSTRUCTIONS	12
2.1 Standard Instructions, Clauses and Conditions	12
2.2 Submission of Bids	12
2.3 Applicable Laws	12
2.4 Improvement of Requirement During Solicitation Period	13
2.5 (applies if required by the RFP)Basis for Canada's Ownership of Intellectual Property	13
2.6 Volumetric Data	13
PART 3 - BID PREPARATION INSTRUCTIONS	14
3.1 Bid Preparation Instructions	14
3.2 A Section I: Technical Bid	15
3.2 B - Section II: Financial Bid	17
3.2C Section III: Certifications	18
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	19
4.1 Evaluation Procedures	19
4.2 Technical Evaluation:	19
4.3 Financial Evaluation	24
4.4 Basis of Selection	25

4.5 Evaluation Procedures for Equivalent Products [Do not use if incorporating SACC B3000T by reference]

PART 5 - CERTIFICATIONS

5.1 (applies if required by the RFP)Federal Contractors Program for Employment Equity - Certification

5.2 (applies if required by the RFP)Former Public Servant Certification Standard Acquisition Clause and Conditions Clause A3025T (2010-01-11) Former Public Servant Certification is hereby incorporated by reference.

5.3 (To be specified in the RFP if it applies)Canadian Content Certification

5.4 Status and Availability of Resources [Professional Services - delete if bidders will not be proposing specific individuals]

5.5 (applies if required by the RFP)Education and Experience

5.6 (applies if required by the RFP)Set-aside for Aboriginal Business

5.7 (applies if required by the RFP)Software Publisher Certification and Software Publisher Authorization

5.8 Bidder Certifies that All Equipment and Software is "Off-the-Shelf" [Option A - Delete if N/A]

5.9 Bidder Certifies that System is "Off-the-Shelf" [Option B - Delete if N/A]

5.10 OEM Certification [Hardware Only - Delete if N/A]

5.11 Software Publisher Certification and Software Publisher Authorization [Software Only]

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Mandatory at Contract Award - Security Requirement (applies if required by the RFP)

6.2 Mandatory at Bid Closing - Security Requirement (applies if required by the RFP)

At the date of bid closing, the following conditions must be met:

6.3 (applies if required by the RFP)Financial Capability

6.5 (applies if required by the RFP)Controlled Goods Requirement	34
6.6 Insurance Requirements [Delete if N/A (should be deleted from most informatics requirements)]	34
PART 7 - RESULTING CONTRACT CLAUSES	35
7.1 Requirement	35
7.2 [Delete if N/A]Optional Goods and/or Services	36
7.3 (applies if required by the RFP)Task Authorization	36
7.4 (applies if required by the RFP)Minimum Work Guarantee	38
7.5 Standard Clauses and Conditions	38
7.6 (applies if required by RFP)Security Requirement	39
7.7 [Option 1]Contract Period	39
7.8 [Option 2]Delivery Date	40
7.9 Authorities	40
7.10 Payment	41
7.11 Invoicing Instructions	47
7.12 Certifications	48
7.13 Applicable Laws	48
7.14 Priority of Documents	48
7.15 (applies if required by the RFP) Defence Contract	49
7.16 (applies if required by the RFP)Foreign Nationals (Canadian Contractor)	49
7.17 (applies if required by the RFP)Foreign Nationals (Foreign Contractor)	49
7.18 (applies of required by the RFP)Controlled Goods Program	49

7.19 Insurance Requirements	49
7.20 Limitation of Liability - Information Management/Information Technology	49
7.21 Joint Venture Contractor	51
7.22 [Hardware]Hardware	52
7.23 [Leased Hardware]Option to Lease Additional Hardware[officers should consult with the Cost Analysis Group for advice about the lease rate calculations set out below]	56
7.24 [Leased Hardware]Option to Purchase Leased Hardware	57
7.25 [Purchased and/or Leased Hardware - Simple Software Requirement to be used, for example, where incidental software being delivered with Hardware - Do NOT Use this article if you are using 4003 (in which case you must use the Licensed Software provision further below), but do consider whether 4004 is necessary]:	57
7.26 [Hardware Substitutions for Purchased and/or Leased Hardware - Example 1]Delivery-Specific Deliverable Substitutions of Hardware	57
7.27 [Hardware Substitutions for Purchased and/or Leased Hardware - Example 2]Deliverable Substitutions for Hardware	58
7.28 [Hardware Substitutions for Purchased and/or Leased Hardware - Example 3]Deliverable Alternatives for Hardware	58
7.29 [Hardware Substitutions for Purchased and/or Leased Hardware - Example 4]Deliverable Substitutions & Alternatives	59
7.30 [New Products - Example 5]Extension of Existing Product Line - New Products	60
7.31 [Purchased and/or Leased Hardware - Optional - Only applies where name-brand products are specified]Equivalency of Equipment	60
7.32 [Purchased Hardware or Contracts for Maintenance of Existing Crown Hardware]Termination for Convenience of Hardware Maintenance Services	61
7.33 [Software]Licensed Software	61
7.34 (applies if required by the RFP)Licensed Software Maintenance and Support	64

7.35 [Either (a) or (b) or both applies if required by the RFP]Training	66
7.36 Professional Services - General	66
7.37 (applies if required by the RFP - blanks will be specified in the RFP)Professional Services for Pre-Existing Software	67
7.38 Safeguarding Electronic Media	68
7.39 [applies if required by the RFP]Reporting Requirements	68
7.40 Representations and Warranties	68
7.41 Access to Canada's Property and Facilities	68
7.42 Government Property (i. or ii. applies as required by the RFP)	69
7.43 [applies if required by the RFP]Implementation (blanks below will be specified in the RFP	69
7.44 [applies if required by the RFP]Transition Services at end of Contract Period	70
7.45 [Delete if N/A]Performance Guarantee	70
BIDDER FORMS	71

List of Annexes to the Resulting Contract:

Annex X	Security Requirement Check List (SRCL) (if applicable)
Annex X	Statement of Work
Annex X	Evaluation Criteria
Annex X	Basis of Payment Table (if applicable)
Annex X	Bid Submission Form (if applicable)
Annex X	Non Disclosure Agreement A9126C (2010-08-16) (if applicable)
Annex X	[Additional annexes as required]

List of Attachments to Part 1 (General Information):

- Attachment 1.1: XXX
- Attachment 1.2: XXX

List of Attachments to Part 2 (Bidder Instructions):

- Attachment 2.1: XXX
- Attachment 2.2: XXX

List of Attachments to Part 3 (Bid Preparation Instructions):

- Attachment 3.1: XXX
- Attachment 3.2: XXX

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

- Attachment 4.1: XXX
- Attachment 4.2: XXX

List of Attachments to Part 5 (Certifications):

- Attachment 5.1: XXX
- Attachment 5.2: XXX

List of Attachments to Part 6 (Security, Financial and Other Requirements):

- Attachment 6.1: XXX
- Attachment 6.2: XXX

Forms:

- Form 1 - Bid Submission Form
- Form X - Substantiation of Technical Compliance Form

MODEL BID SOLICITATION AND RESULTING CONTRACT CLAUSES FOR Solutions-Based Informatics and Professional Services (SBIPS) Supply Arrangement

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation # _____ (**Solicitation number will be stated in each RFP**). It is divided into seven parts plus annexes and, if applicable, attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of _____ (the "**Client(s)**") for Solutions-based Informatics Professional Services (SBIPS) under the SBIPS Supply Arrangement (SA) method of supply. (**the Client will be provided in each RFP**).
- (b) It is intended to result in the award of _____ contract (s) (each) for _____ years, plus _____ irrevocable options allowing Canada to extend the term of the contract. (**the number of contracts, contract term and extensions will be provided in each RFP**)
- (c) (**applies if required by the RFP**) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the

Departmental Standard Procurement Documents

(<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

- (d) **(applies if required by the RFP; only applicable Agreement(s) will be listed)**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), the Canadian-Chile Free Trade Agreement (CCFTA), and the Canada-Peru Free Trade Agreement (CPFTA).
- (e) **(applies if required by the RFP)**Canada has invoked the National Security Exception for this requirement. As a result, the requirement is not subject to the provisions of the **(Agreement(s) to be specified in the RFP)**.
- (f) **(applies if required by the RFP)**The requirement is subject to a preference for Canadian services.
- (g) **(applies if required by the RFP)**This procurement is set aside for Aboriginal Business under the federal government's Set-Aside Program for Aboriginal Business.
- (h) **(applies if required by the RFP)**This procurement is subject to the Controlled Goods Program.

1.3 Description of Requirement

The Client's requirement is described in the following documents:

- (a) This Bid Solicitation document and its associated annexes and (if applicable) attachments; and
- (b) The SBIPS Supply Arrangement EN578-05IT01/G and its associated Annexes (list of applicable Annexes to be determined in accordance with the RFP requirements).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2010-10-07) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: 120 days **(or such other time period as is specified in each RFP)**
- (e) In Section 5 of Standard Instructions - Goods or Services - Competitive Requirements 2003, add Subsection 8 as follows:

8. A bid cannot be assigned or transferred in whole or in part.

2.2 Submission of Bids

- (a) Unless specified otherwise in the RFP, bids must be received by Contract Authority identified by the date, time and place indicated on page 1 of that document.
- (b) **(applies if required by the RFP)** Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.
- (c) **Enquiries - Bid Solicitation**
 - (i) All enquiries must be submitted in writing to the Contracting Authority no later than three calendar days before the bid closing date, unless otherwise specified in each RFP. Enquiries received after that time may not be answered.
 - (ii) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.3 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

Note to Bidders: Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

2.4 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.5 (applies if required by the RFP)Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property arising from the performance of the Work under the Contract will belong to Canada, on the grounds that:(**to be provided in each RFP**)

2.6 Volumetric Data

If provided, the data described in this Request for Proposal has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services identified in this request for proposal will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) Unless the RFP specifies otherwise, Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (2 hard copies and 1 soft copy)
- (ii) Section II: Financial Bid (2 hard copies and 1 soft copy)
- (iii) Section III: Certifications (2 hard copies)

Where a soft copy is required, 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 bid only. Prices must not be indicated in any other section of the bid.

- (b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

- (c) **Green Procurement:** 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 which can be found at: <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

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

- (i) use paper containing fibre certified as originating from a sustainably- managed forest and/or containing minimum 30% recycled content; and
- (ii) 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.

- (d) **(applies if required by the RFP)** The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

OR

(applies if required by the RFP) Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

3.2 A Section I: Technical Bid

- (a) In their technical bid, bidders will demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders will demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (i) **Bid Submission Form:** Unless specified otherwise in the RFP, Bidders are requested to include the completed Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security, Financial & Other Requirements:** As required by Part 6 of the bid solicitation.
- (iii) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed [solution and products] with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **(applies if required by the RFP) Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include résumés for the resources identified in the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. (refer to Part 5, Certifications). For educational requirements for a particular degree, designation or certificate, the Contracting Authority will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
- (B) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
- (C) For work experience, the Contracting Authority will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- (D) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the Contract Authority will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).
- (E) For work experience to be considered by the Contracting Authority the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (v) **(applies if required by the RFP) Implementation Plan:** The Bidder must include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in this RFP.
- (vi) **(applies if required by the RFP) Description of the Bidder's Maintenance and Support Services:** The Bidder must include a description of its maintenance and support services for software, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Work. At a minimum, the Bidder must describe its:
 - (A) Problem reporting and response procedures;
 - (B) Escalation procedures;
 - (C) On-site support availability; and
 - (D) Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.

- (vii) **(applies if required by the RFP) Customer Reference Contract Information:** The Bidder must provide customer references who must confirm, when requested by Canada, the facts identified in the Bidder's proposal. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder

may provide the name and contact information of an alternat contact from the same customer.

- (viii) **Software only - Delete if N/A]List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- (ix) **[Software only - Delete if N/A]Software Knowledge Transfer Plan:** The Bidder must describe its proposed draft Knowledge Transfer Plan, which must demonstrate that the Bidder's plan meets all the mandatory requirements for the Knowledge Transfer Plan described in the Statement of Work. [change wording if not intended to be mandatory; this requirement can only be included if there are detailed requirements for a Knowledge Transfer Plan described in the Statement of Work. Also, if you include the word "**draft**" in the text above, you must then include a provision in the Resulting Contract Clauses regarding how the knowledge transfer plan will be finalized following contract award.]
- (x) **[Software only - Delete if N/A]Software Release Strategy:** The Bidder must include a proposed draft Release Strategy, which must demonstrate that the Bidder's Release Strategy meets all the mandatory requirements for handling releases described in the Statement of Work. [change wording if not intended to be mandatory; this requirement can only be included if there are detailed requirements for handling releases in the Statement of Work. Also, if you include the word "**draft**" in the text above, you must then include a provision in the Resulting Contract Clauses regarding how the release strategy will be finalized following contract award.]
- (xi) **[Software only - Delete if N/A]Solution System Architecture:** The Bidder must include an overview of the proposed Software Solution's technical architecture. [change wording if not intended to be mandatory]
- (xii) **[Software only - Delete if N/A]Description of Evolution of Software Solution:** The Bidder is requested to describe when and how the proposed Software Solution was conceived and how it has evolved, with the accomplishments of each release. This is requested for information purposes only and will not be evaluated. [change wording if you want this to be mandatory]

3.2B - Section II: Financial Bid

- (a) **Pricing:** The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. prices must be firm prices.
- (b) **(applies of required by the RFP)Variation in Professional Services Resource Rates from Year to Year:** The Bidder may propose different rates for resources for future years of the resulting contract, including option years at a rate higher than the current rate. The Bidder's firm per diem rate must remain within the current rate for the first year of any resulting contract.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact,

\$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

(e) SACC Manual Clauses Regarding the Exchange Rate:

- (i) C3010T (2010-01-11), Exchange Rate Fluctuation
- (ii) C3011T (2010-01-11), Exchange Rate Fluctuation [delete at time of SA issuance if no bids from outside Canada]

[Note: only include one of these two Exchange Rate Fluctuation clauses, and only if it applies.]

3.2C Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client(s) and/or PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) **(applies if required by the RFP)** The evaluation team will determine first if there are three or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and fewer than three responsive bids with a valid certification remain, Canada will continue evaluating only the bids with a valid certification. If all bids with a valid certification are declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- (d) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation:

(a) **Mandatory Technical Criteria:**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

[Delete if N/A] Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.

The mandatory requirements are as follows: _____. *[list the mandatory requirements, if they lend themselves to being listed in a single place - Note: these are mandatory requirements for the bid (not for contract performance)]*

(b) **Point-Rated Technical Criteria:**

Where Point-Rated Technical Criteria are specified in the RFP, each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Point-rated evaluation criteria and/or evaluation processes are described in the RFP.

- (c) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided. For each customer reference, the Bidder **must/should (to be specified in the RFP)** provide the name, telephone number and e-mail address (unless this individual does not have an e-mail address) for a contact person. The title of each person is requested but not required. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

- (d) **Reference Checks:** If reference checks are conducted by Canada, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will only be allocated if the reference customer is an outside client of the Bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the Bidder.) Points will not be allocated if the outside client is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

- (e) **Demonstration** *(if applicable)* *(Insert point-rated evaluation criteria or other evaluation process for demonstration)*

- (i) **Example 1:** *you can use this clause where you want Canada to be able to request a demonstration in its discretion, and only from the top-ranked Bidder* Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will provide no fewer than 5 working days *[adjust the timing to ensure the period is reasonable for your requirement]* of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within ____ *[indicate minutes, hours or days, or delete this sentence if there is no time restriction]*. Canada will pay its own travel and salary costs associated with any demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to

the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration. *[delete the final 2 sentences if there are no rated requirements.]*

- (ii) **Example 2:** *you can use this clause where Canada will automatically request a demonstration by the top-ranked bidder as part of the evaluation process (i.e., not discretionary)]* The top-ranked Bidder (identified after the financial evaluation) must demonstrate the following features: *[describe features for which demonstration required]*

The demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Canada will provide no fewer than 5 working days *[adjust the timing to ensure the period is reasonable for your requirement]* of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within ____ *[indicate minutes, hours or days, or delete this sentence if there is no time restriction]*. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration. *[delete the final 2 sentences if there are no rated requirements]*

- (iii) **Example 3:** *you can use this clause where Canada will automatically request a demonstration by all bidders as part of the evaluation process (i.e., not discretionary)]* Each Bidder must demonstrate the following features: *[describe features for which demonstration required]*

The demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Canada will provide no fewer than 5 working days *[adjust the timing to ensure the period is reasonable for your requirement]* of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within ____ *[indicate minutes, hours or days, or delete this sentence if there is no time restriction]*. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration. *[delete the final 2 sentences if there are no rated requirements]*

- (f) **Submission of a Sample** *(if applicable)(Insert point rating or other evaluation process for submission of a sample)*

- (i) **Example 1:** *you can use this clause where Canada wants the discretion to request that a sample be provided from the top-ranked bidder only]* Canada may, but will have no obligation to, require that the top-ranked Bidder (identified after the financial evaluation) provide a sample of the goods that it has bid, to allow Canada to verify compliance of the product or solution with any of the requirements of this bid solicitation or described in the bid. If required, the sample must be delivered, at no cost to Canada, to a location specified by Canada, within 3 working days of the Contracting Authority's request *[adjust the timing to ensure the period is reasonable for your requirement]*. Despite the written bid, if Canada determines as a result of examining the sample that the Bidder's proposed

product or solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of examining the sample, reduce the score of the Bidder on any rated requirement, if the examination of the sample indicates that the score provided to the Bidder on the basis of its written bid is not validated by the examination. The Bidder's score will not be increased as a result of examining any sample. *[delete the final 2 sentences if there are no rated requirements]*

- (ii) **Example 2:** you can use this clause where Canada will automatically request a sample from the top-ranked bidder as part of the evaluation process (i.e., not discretionary)] The top-ranked Bidder (identified after the financial evaluation) must submit a sample of the following products to allow Canada to verify compliance of the product or solution with any of the requirements of this bid solicitation: *[list products for which samples must be submitted]*

The sample must be delivered, at no cost to Canada, to a location specified by Canada, within 3 working days of the Contracting Authority's request *[adjust the timing to ensure the period is reasonable for your requirement]*. Despite the written bid, if Canada determines as a result of examining the sample that the Bidder's proposed product or solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of examining the sample, reduce the score of the Bidder on any rated requirement, if the examination of the sample indicates that the score provided to the Bidder on the basis of its written bid is not validated by the examination. The Bidder's score will not be increased as a result of examining any sample. *[delete the final 2 sentences if there are no rated requirements]*

- (iii) **Example 3:** you can use this clause where Canada will automatically request a sample from all bidders as part of the evaluation process (i.e., not discretionary)] Each Bidder must submit one sample of each of the following products to allow Canada to verify compliance of the product or solution with any of the requirements of this bid solicitation: *[list products for which samples must be submitted]*

The sample(s) must be delivered, at no cost to Canada, to a location specified by Canada, within 3 working days of bid closing *[adjust the timing to ensure the period is reasonable for your requirement]*. Despite the written bid, if Canada determines as a result of examining the sample that the Bidder's proposed product or solution does not meet the mandatory requirements of this bid solicitation, the Bidder's bid will be declared non-responsive. Canada may, as a result of examining the sample, reduce the score of the Bidder on any rated requirement, if the examination of the sample indicates that the score provided to the Bidder on the basis of its written bid is not validated by the examination. The Bidder's score will not be increased as a result of examining any sample. *[delete the final 2 sentences if there are no rated requirements]*

(g) Proof of Proposal Test for Top-Ranked Bid:

- (i) Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in _____. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in _____, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in _____ (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test. *[the additional wording providing the bidder with the ability to choose the location for the PoP testing has been included in light of the Tribunal's decision in MTS Allstream that requiring testing to be conducted in the National Capital Area constituted geographic discrimination - see PR-2004-061]*

- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day) *[delete first two sentences if no installation required]*. Canada will then conduct the PoP test. Up to ____ representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within ____ *[indicate minutes, hours or days, or delete this sentence if there is no time restriction]*.
- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test.
- (iv) *[software only]* In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (v) *[software only]* If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

(h) Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation) *[Note: officers who wish to go through this process with all bidders instead of only the top-ranked bidder can change the wording accordingly.]*

- (i) Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- (ii) However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- (iii) The process is as follows:
- (A) Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not

submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);

- (B) In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
 - (C) Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
 - (D) If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
 - (E) If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and
 - (F) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.
- (iv) For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

(i) Technically Responsive Proposal: A technically responsive proposal is a proposal that:

- i. meets the mandatory requirements; or
- ii. meets the mandatory requirements and obtains the required minimum points specified in the bid solicitation for the criteria that are subject to point rating.

4.3 Financial Evaluation

- (a) Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, rates for the solution and if applicable, firm, all

inclusive per diem rates for personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods.

(b) **Mandatory Financial Criteria**

(i) **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

(ii) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- b. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least ____% (percentage to be provided in each RFP) of or lower than the median price bid by compliant bidders for the

first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- (b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (c) If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.
- (d) Notification of Evaluation Results:

All SA Holders who respond to a SBIPS RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:

- i. Solicitation Number;
- ii. Company name of winning bidder including total points scored (for multiple resource requirements only);
- iii. Total value of contract awarded;
- iv. Number of responses received by the Contracting Authority; and
- v. Total points scored per individual bidder (Note: bidders will only receive their own total points scored and not the score of the other bidders)

4.5 Evaluation Procedures for Equivalent Products **[Do not use if incorporating SACC B3000T by reference]**

- (a) This bid solicitation includes requirements to propose equipment that has been specified by brand name, model and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- (b) Products that are equivalent in form, fit, function and quality that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada will be considered where the Bidder:
 - (i) clearly designates in its bid the brand name, model and/or part number of the proposed equivalent product;
 - (ii) demonstrates that the proposed equivalent is fully compatible, interoperates with and is interchangeable with the item(s) specified in this bid solicitation;
 - (iii) provides complete specifications and descriptive technical documentation for each equivalent item proposed;
 - (iv) substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in this bid solicitation; and
 - (v) clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.

- (c) If requested during evaluation, the Bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing.
- (d) If requested during evaluation, the Bidder must provide a demonstration of its proposed equivalent product.
- (e) Proposed equivalent products will be considered non-responsive if:
 - (i) the bid fails to provide all the information required to allow the Contracting Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Contracting Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the Bidder to include all information required to evaluate equivalency as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
 - (ii) the Contracting Authority determines that the proposed equivalent fails to meet or exceed the mandatory requirements specified in this bid solicitation; or
 - (iii) the Contracting Authority determines that the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in this bid solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with the existing equipment owned by Canada.

Solicitation No. - N° de l'invitation EN578-05IT01/G	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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

The RFP will specify whether each certification to be submitted is precedent to Contract Award or required within the bid at bid closing.

Where the **Certification is Precedent to Contract Award**, then it should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Where the Certification is Required with the Bid at Bid Closing, then Bidders must submit, at bid closing, the duly completed certification as part of their bid.

5.1 (applies if required by the RFP) Federal Contractors Program for Employment Equity - Certification

- (a) 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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.
- (b) 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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.
- (c) If the Bidder 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 Bidder 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.

Solicitation No. - N° de l'invitation EN578-05IT01/G	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

- (d) The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (i) () 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;
- (ii) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (iii) () 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;
- (iv) () is subject to the 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.

Note to Bidders: Bidders are requested to use the Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

5.2 (applies if required by the RFP)Former Public Servant Certification

Standard Acquisition Clause and Conditions Clause A3025T (2010-01-11) Former Public Servant Certification is hereby incorporated by reference.

Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form.

5.3 (To be specified in the RFP if it applies)Canadian Content Certification

Either the applicable SACC Clause ID number is included in RFP, or SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition will apply.

5.4 Status and Availability of Resources [Professional Services - delete if bidders will not be proposing specific individuals]

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar

qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

- (c) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.5 (applies if required by the RFP) Education and Experience

- (a) SACC Manual Clause A3010T (_____) (*insert date*) Education and Experience

5.6 (applies if required by the RFP) Set-aside for Aboriginal Business

This procurement is set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business. By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

5.7 (applies if required by the RFP) Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

Solicitation No. - N° de l'invitation EN578-05IT01/G	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

5.8 Bidder Certifies that All Equipment and Software is "Off-the-Shelf" [Option A - Delete if N/A]

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

5.9 Bidder Certifies that System is "Off-the-Shelf" [Option B - Delete if N/A]

Any system bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that the equipment and software comprising any system bid must consist of standard equipment and software that are commercially available and require no further research or development. Together, this equipment and software must form part of an existing system with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software comprising the system bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that any system bid is off-the-shelf.

5.10 OEM Certification [Hardware Only - Delete if N/A]

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) **[Option 1]** For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.
- (d) **[Option 2]** For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, and on mandatory certification reports.
- (e) **[Option 3]** For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware,

Solicitation No. - N° de l'invitation EN578-05IT01/G	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

on all accompanying documentation, on mandatory certification reports, and on any support software.

5.11 Software Publisher Certification and Software Publisher Authorization [Software Only]

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

The RFP will specify whether any security requirements are mandatory at contract award or at bid closing. Where mandatory at contract award, 6.1 applies. Where mandatory at bid closing, 6.2 applies.

6.1 Mandatory at Contract Award - Security Requirement (applies if required by the RFP)

Before award of a contract, the following conditions must be met:

- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (ii) 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; and
- (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites as follows:
 - (1) Name of individual as it appears on security clearance application;
 - (2) Level of security clearance obtained and expiry date;
 - (3) Security screening Certificat and Briefing Form file number;
- (a) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (b) It is the responsibility of SA Holders to ensure that the information required concerning the security clearance is provided on time. SA Holders should indicate in their proposal if they meet all the security requirements and the status of their application for security clearance. SA Holders are advised to initiate the security clearance process as soon as possible with the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) if they do not currently meet the security requirement specified herein. For any inquiries, SA Holders should contact CISD at 1-866-368-4646, or (613) 948-4176 in the National Capital Region. For personnel security clearance obtained under another entity or with a Federal Government Department other than PWGSC, SA Holders should contact the CISD security officer as soon as possible to be guided through the process of completing any paperwork required to request a transfer, or a duplicate of the security clearance or a new application for security clearance as appropriate.
- (c) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Mandatory at Bid Closing - Security Requirement (applies if required by the RFP)

At the date of bid closing, the following conditions must be met:

- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
- (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites as follows:

- (1) Name of individual as it appears on one security clearance application;
- (2) Level of security clearance obtained and expiry date;
- (3) Security screening Certificate and Briefing Form file number.
- (a) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document(<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.3 (applies if required by the RFP) Financial Capability

- (a) SACC Manual clause A9033T (2010-08-16) Financial Capability applies to this requirement with the following amendments: subsection 3 is hereby deleted and replaced with the following:

"If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture bidder, each member of the joint venture must meet the financial capability requirements.

6.4 (applies if required by the RFP) Bid Financial Security

SACC Manual clause E0004T (2010-01-11) Bid Financial Security

6.5 (applies if required by the RFP) Controlled Goods Requirement

- (a) SACC Manual clause A9130T (2008-12-12) Controlled Goods Program
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

6.6 Insurance Requirements [~~Delete if N/A (should be deleted from most informatics requirements)~~]

- (a) SACC Manual clause G1007T (2007-11-30) Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

7.1 Requirement

_____ (the Contractor) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes:

- (i) providing professional services, as requested by Canada;
 - (ii) **(applies if required by the RFP)** supplying the purchased Hardware; *[there is no need to talk about whether the Contractor must install, integrate and configure, etc. - those are addressed in the individual Hardware clause further below - this article provides only the broadest overview of the requirement]*
 - (iii) **(applies if required by the RFP)** supplying the Leased Hardware, and granting the option to purchase the Leased Hardware; *[delete the wording about granting the option if there is no option to purchase; define the "Lease Period" in the Leased Hardware provisions further below; it does not need to be set out here]*
 - (iv) **(applies if required by the RFP)** providing the Hardware Documentation; *[note: there is not a separate line item in the Basis of Payment provision for Hardware Documentation - the price is included in each of the line items for Purchased Hardware and Leased Hardware; if you want to pay a separate price for the Hardware Documentation, be sure to add a separate paragraph in the Basis of Payment]*
 - (v) **(applies if required by the RFP)** providing maintenance and support services for the Hardware during the Hardware Maintenance Period; *[Note the "Hardware Maintenance Period" is now defined in 4001]*
 - (vi) **(applies if required by the RFP)** granting the license to use the Licensed Software described in the Contract;
 - (vii) **(applies if required by the RFP)** providing the Software Documentation; *[note: there is not a separate line item in the Basis of Payment provision for the Software Documentation - the price is included in the line item for Licensed Software; if you want to pay a separate price for the Software Documentation, be sure to add a separate paragraph in the Basis of Payment]*
 - (viii) **(applies if required by the RFP)** providing maintenance and support services for the Licensed Software during the Software Support Period; and
 - (ix) **(applies if required by the RFP)** providing training, as and when requested by Canada.
- (a) **Client(s):** Any reference to "**Client(s)**" includes any Government Department, Departmental Corporation or Agency, or other Crown entity described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
 - (b) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration

and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.

- (c) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.
- (i) any reference to a **“deliverable”** or **“deliverables”** includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) and the Leased Hardware *[adjust to include only those things that are actually deliverables under the Contract; for example, remove the reference to "Leased Hardware" if N/A; if no other definitions are included, put a period at the end of this paragraph instead of a semi-colon];*
- (ii) XX.
- (d) **Location of Services:** Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

7.2 **[Delete if N/A]Optional Goods and/or Services**

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both *[for clarity, remove the reference to goods or services if one does not apply]* described at _____ of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) **[Option 1]** The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- (c) **[Option 2]** The Contracting Authority may exercise the option at any time before _____ *(insert date)* by sending a written notice to the Contractor.
- (d) **[Option 3]** The Contracting Authority may exercise the option within _____ *(insert the number of days or months)* after contract award by sending a written notice to the Contractor.

7.3 **(applies if required by the RFP)Task Authorization**

- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using the Task Authorization (“TA”) process.
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft “statement of task” will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a response to the Authority identified in the TA detailing the cost and time to complete the task. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within three working days of the request, unless otherwise specified.
- (c) **Approval Process:** If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding

a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

- (d) **(applies if required by the RFP) Authority to Issue a TA:** Any TA with a value less than or equal to \$_____ (including GST/HST) **(to be specified in the resulting contract)** may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Project Authority's authority to issue TAs at any time.
- (e) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the duration of the task is to be carried out (start and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;
 - (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) any other constraints that might affect the completion of the task.
- (f) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.
- (h) **(applies if required by the RFP) Refusal of Task Authorizations:**
- Unless specified otherwise in the RFP, the Contractor is required to submit a response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response to a draft statement of task issued during the Contract Period.
- (i) **(applies if required by the RFP) Multiple Contracts:**
- a. More than one Contract has been awarded for this requirement. The method of allocation of TAs is: **(one of the five methods will be specified in the RFP):**

- i. Rotational Basis; or
- ii. The Contractor resource that obtained the highest ranked technical score; or
- iii. For multiple Contractor resources in a single TA, Contractor with the lowest cumulative sum of all Firm Per Diem Rates, as set out in the Contract, for the Categories of Personnel required under this TA; or
- iv. For a single Contractor resource, a TA will be issued to the Contractor with the lowest Firm Per Diem Rate, as set out in the Contract, for the Category of Personnel required under this TA; or
- v. The initial Task Authorization (TA) will be assigned to the Contractor who obtained the highest allocated Contract dollar value, as determined in the RFP Selection Process. The value of the TA will be subtracted from the total dollars allocated to that Contractor. Each subsequent TA will be assigned to the Contractor with the greatest balance of allocated funds. If equal amounts exist for multiple contractors, then the next TA will be assigned to the highest ranked Contractor as determined in the Selection Process. Should the selected Contractor refuse a TA under a Contract, the next Contractor, under the same allocation process, will be offered the TA.

(j) Refusal of Task Authorizations - Multiple Contracts:

Unless specified otherwise in the RFP, the Contractor is not required to submit a response in response to every draft statement of task issued by Canada. However, Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response in response to 3 draft statements of task issued during the Contract Period.

7.4 (applies if required by the RFP) Minimum Work Guarantee

- (a) In this clause, "**Minimum Contract Value**" means 5% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- (c) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.5 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

2035 (2010-08-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

(b) **Supplemental General Conditions :**

The following Supplemental General Conditions:

- (i) **(applies if required by the RFP)**4001 (2010-08-16) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.
- (ii) **(applies if required by the RFP)**4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (iii) **(applies if required by the RFP)** 4003 (2010-08-16), Supplemental General Conditions - Licensed Software
- (iv) **(applies if required by the RFP)**4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (v) **(applies if required by the RFP)**4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (vi) **(applies if required by the RFP)**4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- (vii) **(applies if required by the RFP)**4008 (2008-12-12), Supplemental General Conditions - Personal Information;

apply to and form part of the Contract.

7.6 (applies if required by RFP)Security Requirement

The Security Requirement Check List (SRCL and related clausings), as set out under Annex "A" applies.

7.7 [Option 1]Contract Period

(a)**[Option 1A]Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i)The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends ____ year(s) later; and *[for Telecom contracts where Work will be delayed under the CRTC approves a tariff, replace this paragraph with the following: the "**Initial Contract Period**", which begins on the date Work starts (if Work proceeds following Canada's determination under the Article entitled "Status of Contract Pending Final Approval from CRTC" in Supplemental General Conditions 4005) and ends ____ year(s) later; and]*
- (ii)*[Delete if no options and remove the "and" from the previous paragraph]*The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b)**[Option 1B - here is an example of a different approach that might be used in a contract where hardware is purchased as and when needed and there is a Hardware Warranty Period]Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which:

- (i)begins on the date the Contract is awarded; and

- (ii)ends on the day that the Hardware Warranty Period for the most recently purchased product expires, or on the day that the final warranty work initiated during the Hardware Warranty Period is complete, whichever is later.

Orders for products can only be placed during the first ____ years of the Contract Period.

(c) **[Delete if no options to extend] Option to Extend the Contract:**

- (i)The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ____ additional ____-month/year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii)Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

(Blanks above to be specified in the RFP)

7.8 [Option 2] Delivery Date

All the deliverables must be received on or before ____ (insert date).

7.9 Authorities

(a) Contracting Authority (To be provided in each RFP)

The Contracting Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

(b) Technical Authority (To be provided at time of Contract award)

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize

changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) (applies if required by the RFP) Contractor's Representative

7.10 Payment

(a) Basis of Payment

One or more of the basis of payment below will be specified in the RFP

- (i) **Professional Services provided with a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex ____ of this contract, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Maximum Estimated Cost: \$ _____

- (ii) **Professional Services provided with a Firm Price:** For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract (based on the firm, all-inclusive per diem rates set out in Annex ____ of this contract), GST/HST extra

Estimated Cost: \$ _____

- (iii) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex ____ of this contract, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Maximum Estimated Cost: \$ _____

- (iv) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex ____ of this contract), GST/HST extra

Estimated Cost: \$ _____

- (v) **[Informatics Example 2] Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$ _____

- (vi) **[Informatics Example 3] Leased Hardware:** For the lease of the Hardware in accordance with the Contract, Canada will pay the Contractor the firm lease rates set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$ _____

- (vii) **[Informatics Example 4A - this is for optional Hardware maintenance and support for Hardware purchased under this Contract, AFTER the warranty period has expired] Optional Hardware Maintenance and**

Support: For maintenance and support of the Hardware after the Hardware Warranty Period, if Canada exercises its option to extend the Hardware Maintenance Period, Canada will pay the Contractor, in arrears, the firm annual/monthly price set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra. *[if paying in advance, adjust wording accordingly; also if you are paying one price for maintenance and a separate price for support, separate these into two paragraphs]*

Estimated Cost: \$ _____

- (viii) **[Informatics Example 4B - this is for Hardware maintenance and support you are purchasing on its own (not associated with or after the expiry of the warranty period) - e.g., your contract is to maintain hardware Canada already owns]** **Hardware Maintenance and Support:** For maintenance and support of the Hardware in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm annual/monthly price set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra. *[if paying in advance, adjust wording accordingly; also if you are paying one price for maintenance and a separate price for support, separate these into two paragraphs]*

Estimated Cost: \$ _____

- (ix) **[Informatics Example 5A (part 1) - Maintenance and Support IS NOT included in price of software license]** **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation*[adjust wording if you are not having the software installed, integrated or configured]*), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period.

Estimated Cost: \$ _____

- (x) **[Informatics Example 5A (part 2) - Maintenance and Support IS NOT included in price of software license]** **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial *[only include the word "initial" if you are including an option to extend the Software Support Period]* Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance *[delete the words in advance if you are paying in arrears]*, the firm price(s) set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year). *[Delete the final sentence if you are not including an option to purchase additional software licenses. Also, if the Software Support Period is not being purchased in increments of 12 months, adjust the wording accordingly (i.e., the amount would not then be divided by 12 in order to determine the pro rata portion required to be paid). Finally, if you do not intend for the Software Support Period for all the software licenses purchased under the Contract to end on the same date (which is the reason for including the pro rata calculation), adjust the wording accordingly, and also be sure to adjust the wording in the software support table further below.]*

Estimated Cost: \$ _____

- (xi) **[Informatics Example 5B - Maintenance and Support IS included in price of software license]** Licensed Software, Maintenance and Support: For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation~~[adjust wording if you are not having the software installed, integrated or configured]~~), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period and maintenance and support during the Software Support Period (including for any additional licenses purchased during the Contract Period). ~~[Delete the final sentence if you are not including an option to purchase additional software licenses during the Contract Period.]~~

Estimated Cost: \$ _____

- (xii) **[Informatics Example 6]** Optional Additional Software Licenses: For additional licenses for additional Client Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price ~~[per user/per device]~~ set out in Annex ____ of this contract FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$ _____

- (xiii) **[Informatics Example 7]** Optional Software Support: If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor the firm annual/monthly price set out in Annex ____ of this contract, FOB destination, including all customs duties, GST/HST extra. ~~[if paying in advance, adjust wording accordingly]~~

Estimated Cost: \$ _____

- (xiv) **[Any deliverables not already listed above that have a separate price that is not included in the above items]**

Estimated Cost: \$ _____

- (xv) **Pre-Authorized Travel and Living Expenses: ((1) or (2) below will apply if required by the RFP)**

Canada will reimburse the Contractor for pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit an/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, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Contracting/Technical/Project Authority. All payments are subject to government audit.

- 1) The Contractor **will** be able to charge for time spent travelling at the per diem rates set out in the Contract. OR
- 2) Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel}}{7.5 \text{ hours}} \times 50\% \text{ of firm all-inclusive per diem rate}$$

Estimated Cost: \$ _____

(xvi) **GST/HST:**

Estimated Cost: \$ _____

(xvii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

(xviii) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

(xix) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

(b) **Limitation of Expenditure**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(c) **Method of Payment**

(One or more of the following methods will apply as specified in the RFP)

1. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work delivered has been accepted by Canada.

2. Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work performed has been accepted by Canada.

3. Task Authorizations/Contract with a Maximum Price: For each Contract or individual Task Authorization issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization/Contract, all of which is required to be performed for the maximum price. If the work described in the Task Authorization/Contract is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum price, Canada is only required to pay for the time spent performing the work related to that Task Authorization/Contract.

4. Task Authorizations/Contract with a Firm Price - Lump Sum Payment on Completion: Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization/Contract in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work delivered has been accepted by Canada.

5. Task Authorizations/Contract with a Firm Price - Milestone Payments

- (i) For any Task Authorization/Contract issued that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that Task Authorization/Contract and the payment provisions of the Contract, up to

_____% **(percentage to be specified in the RFP)** of the amount claimed and approved by Canada if:

- (A) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 <http://publiservice.tpsgc-pwgsc.gc.ca/forms/text/index-e.html> and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
 - (B) the total amount for all milestone payments paid by Canada under that Task Authorization/Contract does not exceed 90% percent, or the other percentage specified in the Task Authorization/Contract, of the total amount to be paid;
 - (C) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
 - (D) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.
- (ii) The balance of the amount payable will be paid in accordance with the basis of payment provisions of the Contract following delivery and acceptance of the Work for which milestone payments were made.

(d)Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

(e)(applies if required by the RFP)Payment Credits

- (i) **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada of \$____ **(amount to be specified in the RFP)** for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.
- (ii) **Credits for Failure to Meet Minimum Service Level:** If the deliverables do not meet the Minimum Service Levels in any given month, Canada will be entitled to a credit in the following amount:
[To be stated in RFP]
- (iii) **Credits for Failure to Meet Response Time Requirements:** If the Contractor does not meet the Response Time requirements in any given month, Canada will be entitled to a credit in the following amounts:
[To be stated in RFP]
- (iv) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (v) **Termination for Failure to Meet Minimum Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for

default by giving the Contractor 3 months' written notice of its intent, if any of the following apply:

- (A) the total amount of credits for a given monthly billing cycle reach a level of 10%; or
- (B) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the 3-month notice period expires, unless agreed otherwise by the Contracting Authority and the Contractor.

- (vi) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.
- (vii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (viii) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (ix) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (x) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- (f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work

that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.11 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

(d) ((i) or (ii) below will apply as specified in the RFP)

- (i) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

OR

- (ii) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.12 Certifications

Compliance with the certifications provided by the Contractor in its response to the RFP is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario or as indicated in the Bidder's Supply Arrangement.

7.14 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental general conditions, in the following order:

The following Supplemental General Conditions **(one or more may be specified in the RFP)**:

- (i) 4001 (2010-08-16), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (ii) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;

- (iii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software
- (iv) 4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (v) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (vi) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- (vii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- (c) General Conditions 2035 (2010-08-16);
- (d) Statement of Work;
- (e) Basis of Payment;
- (f) Security Requirements Check List;
- (g) the signed Task Authorizations;
- (h) Annex __, Additional Software Use Terms Approved by Canada (if any), which are only binding on Canada if they have been initialled by both parties in the signed copy of the Contract **(if required by the RFP)**;
- (i) Supply Arrangement EN537-05IT01/XXX/EI
- (j) the Contractor's bid dated _____ **(insert date of bid)**, as amended _____ **(insert date(s) of amendment(s) if applicable)**, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.15 (applies if required by the RFP) Defence Contract

SACC Manual Clause A9006C (2008-05-12) Defence Contract

SACC Manual Clause C2801C (2010-01-11) Priority Rating - Canadian Contractors

7.16 (applies if required by the RFP) Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.17 (applies if required by the RFP) Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.18 (applies if required by the RFP) Controlled Goods Program

SACC Manual clause A9131C (2008-12-12) Controlled Goods Program

7.19 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.20 Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
 - (a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (i) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (ii) physical injury, including death.
 - (b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - (d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
 - (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document

used to order goods or services under this instrument), or
\$1,000,000.00

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- (f) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- (a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

7.21 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **[all the joint venture members named in the Contractor's original bid will be listed]**.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;

- (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.22 [Hardware]Hardware

- (a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	[Yes/No] [always say Yes if hardware is being purchased under the Contract; also say Yes if hardware is being leased, if the Contract also includes an option to purchase any of the Hardware]
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	[Yes/No] [always say Yes if any hardware is being leased (as opposed to purchased) under the Contract; Part II and Part III can both apply if some hardware is being purchased and some is being leased]
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	[Yes/No] [always say Yes if any hardware is being purchased or leased, because the warranty provisions are tied to Part V of 4001; also say Yes if you are not purchasing or leasing any new hardware, but you are buying maintenance service for hardware Canada already owns]
Delivery Location	[insert delivery location(s) or refer to provision in contract that sets them out]
Installation Site	[insert installation site(s) or, if installation is not part of the Work, delete this line; also, if the installation site is the same as the delivery location, you can delete this line from the table]
Delivery Date	[specify specific date or # days from date contract is issued or, if multiple orders, specify # days from date of order - if the Delivery Date will be 30 days from the date of the contract or individual orders, you can delete this line from the table, because 4001 already provides for this]
Contractor must deliver Hardware Documentation	[Yes/No] [if you don't require a separate copy with each item of Hardware, you can say "Despite Section 7(4), only

EN537-05IT01/G

	<i>XXX copies of the Hardware Documentation are required.”]</i>
Contractor must update Hardware Documentation throughout Contract Period	<i>[Yes/No] [requiring the Contractor to deliver updates throughout the Contract Period will likely increase the cost of the Hardware. If you say “No”, you can also say “Section 7(5) of 4001 does not apply to the Contract.”]</i>
Hardware Documentation must include maintenance documentation	<i>[Yes/No] [this will increase the cost of the Hardware and should only be required if the Crown will be maintaining the Hardware itself - i.e., Canada’s officials will be performing repairs themselves]</i>
Language of Hardware Documentation	<p><i>[Option 1 – if you delete this row from the table, the default in 4001 will apply – all Hardware Documentation must be provided in English and in French. Since many hardware manufacturers do not prepare the documentation in both official languages, this may increase the cost of the hardware, so should only be required if the documentation in both languages will be used.]</i></p> <p><i>[Option 2 – “The Hardware Documentation must be delivered in one of English or French. If the documentation is available in the other of the two official languages of Canada, the Contractor must deliver the documentation in both English and French.”]</i></p> <p><i>[Option 3 – “The Hardware Documentation is only required to be delivered in English.”]</i></p> <p><i>[Option 4 – “The Hardware Documentation is only required to be delivered in French.”]</i></p>
Format and Medium on which Hardware Documentation must be Delivered	<i>[specify printed hard copy/CD-Rom, etc. If the client does not have a specific requirement about format, so that the Contractor can just deliver it in whatever way it does to other customers, you can just delete this line from the table.]</i>
Condition of Hardware	<i>The Hardware provided may include refurbished Hardware, as long as it is certified “equal quality” to new and unused equipment [if this is not acceptable, just delete this line from the table, because 4001 already requires that all Hardware must be new and unused - see 4001, Section 2]</i>
Parts Supplied as part of Hardware Maintenance Service	<i>Parts used to provide Hardware Maintenance Service may be refurbished parts, as long as they are certified “equal quality” to new equipment [if this is not acceptable, just delete this line from the table, because 4001 already requires that all parts used for maintenance must be new and unused - see 4001, Section 2]</i>
Special Delivery Requirements	<i>[Yes/No] [If Yes, refer to provision in contract that sets these out or include details in this table]</i>
Special Site Delivery or Installation Requirements	<i>[Yes/No] [If Yes, refer to provision in contract that sets these out or include details in this table. If No, insert “No - 4001, Section 4 does not apply to the Contract”]</i>

EN537-05IT01/G

Responsibility for Special Site Delivery or Installation Requirements	<i>[If there are no Special Site Delivery or Installation Requirements (i.e., the line above says No), delete this row of the table. If there are Special Site Delivery or Installation Requirements, indicate here who is responsible for completing them and the completion date (e.g., a fixed date, a fixed number of days prior to delivery, or a fixed number of dates after the contract is issued)]</i>
Contractor must Install Hardware at time of Delivery	[Yes/No]
Contractor must Integrate and Configure Hardware at time of Installation	<i>[Yes/No] [If you have any special integration or configuration requirements that are not already covered by 4001, Section 5 (like installation of an image prior to delivery), make sure to set that out in the Contract. If you intend for this additional service to be “included in the unit price of the Hardware”, say so. Otherwise, include an item in the Basis of Payment provision for installing the image. Also, consider whether you should adjust the Delivery Date to be within X days of Canada providing the image to the Contractor.]</i>
Hardware is part of a System	<i>[Yes/No] [some provisions of 4001 apply only if the Hardware forms part of a “System” - see 4001]</i>
Availability-level Testing will be performed before Acceptance	<i>[Yes/No] [if the availability-level testing requires the Contractor to achieve the Minimum Availability Level for fewer than 30 consecutive calendar days, indicate the number here; also, if the Contractor will have fewer than 90 calendar days to achieve this, indicate that here – those are the defaults in 4001]</i>
Availability Level Test Period for pre-Acceptance Availability-level Testing	<i>[specify number of days or delete this row from the table if neither the Contractor nor Canada will conduct availability level testing. According to 4001, there is a requirement to meet the Availability Level for 30 consecutive days, which must be achieved within 90 calendar days of starting the testing]</i>
Who will perform availability-level testing	<i>[indicate whether Canada or the Contractor will perform the testing; if no testing will be performed, this entire line can be deleted from the table]</i>
Minimum Availability Level for Hardware	<i>[Insert the ____ % required or insert “No” if there is no availability level requirement; or refer to the location in the Contract where the Minimum Availability Level has been described]</i> <i>[Also, consider whether the default “User Time” defined in 4001 (which is 7AM to 7PM Eastern Time, Mondays to Fridays, except statutory holidays) is appropriate to your requirement. If not, say “Despite 4001, Section 1, “User Time” means”]</i>
Minimum Availability Level Reporting Requirements	<i>[If the Contractor must deliver reports on the Minimum Availability Level achieved each month, describe those reports here. Do not include a requirement for these reports if the Contractor cannot monitor, as part of the Work, the performance of the Hardware once it is operational. Also, do not include the requirement unless the Contracting Authority will be verifying that the Hardware is achieving the Minimum Availability</i>

EN537-05IT01/G

	<i>Level and applying service credits, which must be fully described in the Contract under the "Payment Credits" sub-article further above.]</i>
Hardware Warranty Period	<p><i>[If you are purchasing Hardware, only include something here if you want to deviate from the 12-month Hardware Maintenance Period described in 4001. Say, "Despite 4001, the Hardware Warranty Period under Part V is ____ months."]</i></p> <p><i>[If you are leasing Hardware, delete this line from the table, because 4001 already provides that the Hardware is under warranty throughout the Lease Period.]</i></p>
Hardware Maintenance Period	<p><i>[If you are purchasing Hardware Maintenance Services for Hardware that Canada already owns, and you are not purchasing new Hardware (other than the parts you receive as maintenance), you must insert the Hardware Maintenance Period here, if you want to deviate from the standard 12 months described in 4001, Section 25(1).]</i></p> <p><i>[If you are purchasing Hardware, then 4001, Section 25(1) automatically provides that the Hardware Maintenance Period is equal to the Hardware Warranty Period plus any option you exercise to extend it, so you can delete this line of the table.]</i></p> <p><i>[If you are leasing Hardware, delete this line from the table, because 4001, Section 25 already provides that the Leased Hardware is under warranty and must be maintained throughout the Lease Period.]</i></p>
Option to Extend Hardware Maintenance Period	<p>For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 2 one-year periods. <i>[include this if you want the ability to extend maintenance beyond the Hardware Warranty Period. Make sure you have included a Contract Period further above that is long enough to accommodate your option(s) to extend maintenance.]</i></p> <p>For any Hardware already owned by Canada for which the Contractor is providing Hardware Maintenance Service, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 2 one-year periods. <i>[this sentence only applies if you are purchasing hardware maintenance service for Hardware that Canada already owns (that is not being purchased under this Contract)]</i></p> <p><i>[If your contract is only for Leased Hardware, delete this line from the table, because 4001 already provides that Leased Hardware must be maintained throughout the Lease Period - if you extend the Lease Period, 4001 automatically extends the hardware maintenance for it]</i></p>

EN537-05IT01/G

	These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Lease Period	[Specify number of months or years] <i>[Note: 4001 states that the Lease Period begins on the date of acceptance, so there is no need to specify here when it begins, unless a different date will be used for the start of the Lease Period. Only include a "Lease Period" if some or all of the Hardware is being leased. If you intend for different items of Hardware to be leased for different periods (i.e., the leases will not all end on the same day), you must include specific provisions about this, because 4001, Section 16(2) says that the lease for all items of Leased Hardware will end "on the day that the Lease Period for the first item of Hardware leased under the Contract expires."]</i>
Option to Extend Lease Period	The Contractor grants to Canada an irrevocable option to extend the Lease Period by 2 one-year periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. <i>[if there will be no option to extend the Lease Period, just delete this line from the table. Make sure you have included a Contract Period further above that is long enough to accommodate your option(s) to extend the Lease Period]</i>
Delivery of Leased Hardware	The Leased Hardware must be delivered by no later than 15 calendar days after the date of the Contract or, in the case of Leased Hardware requested under the Article entitled "Option to Lease Additional Hardware" <i>[delete if no option included further below]</i> , by no later than 15 calendar days after the date on which the specific item of Leased Hardware is requested, whichever is later (the " Delivery Date "). <i>[if there is no Leased Hardware, just delete this line from the table]</i>
Class of Maintenance Service	<i>[indicate one of the following:</i> <ul style="list-style-type: none"> - Return-to-Depot Maintenance Service - On-Site Maintenance Service - Return-to-Depot Maintenance Service with upgrade to On-Site Maintenance Service available per unit at the additional price specified in the Basis of Payment. <i>If choosing the "upgrade" option, make sure there is a price for the upgrade in the Basis of Payment provision of the Articles of Agreement.]</i>
Principal Period of Maintenance (PPM)	<i>[indicate hours of the day: e.g. 9AM to 5PM local time on weekdays (excluding statutory holidays) where the Hardware is in use. 4001 already provides that the PPM is 7AM to 7PM Eastern Time, Monday to Friday, except statutory holidays observed by Canada. If the PPM in 4001 is acceptable, you can just delete this line from the table and the provision in 4001 will automatically apply]</i>
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]

Website for Maintenance
Service[to be completed with information from the Contractor
at the time of award]**7.23 [Leased Hardware]Option to Lease Additional Hardware[officers should consult with the Cost Analysis Group for advice about the lease rate calculations set out below]**

- (a) **Option to Lease:** The Contractor grants to Canada the irrevocable option to lease any or all of the optional items identified in Annex _____. The option(s) may be exercised at any time (and one or more times) during the Contract Period. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. [Note: 4001 provides that, if additional Hardware can be leased, the Lease Period for all the Leased Hardware will end on the day that the Lease Period for the first item of Hardware leased under the Contract expires - so that all leases expire the same day. If this is not what you intend, you will need to add a provision and delete Section 16(2) of 4001.]
- (b) **Lease Rate for Optional Additional Hardware:** The monthly lease rate for the optional additional Hardware must be calculated as follows, using the following Lotus 1-2-3 formula:

Monthly Lease Rate = @PAYMT(<financed amount>, <Contractor's Annual Financing Rate>/12, <lease term>)

where:

<financed amount> = <outright purchase price> - @PVAMOUNT(<EOT fixed purchase price>, <Contractor's Annual Financing Rate>/12, <lease term>)

7.24 [Leased Hardware]Option to Purchase Leased Hardware

- (a) **Option to Purchase:** The Contractor grants to Canada the irrevocable option to purchase any or all of the Leased Hardware at any time during the Contract Period by giving the Contractor 30 calendar days' written notice. Canada may exercise this option at different times for different items of the Leased Hardware. The option(s) to purchase may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
- (b) **Purchase Price:**
- (i) If the option to purchase is exercised any time during the Lease Period, the purchase price will be the sum of the Present Value ("PV") of the remaining lease payments plus the PV of the End of Term ("EOT") Fixed Purchase Option, using the Contractor's Annual Financing Rate (less 1%), and the number of months remaining in the lease term. The following Lotus 1-2-3 formula must be used:
- purchase price = @PV(<monthly lease rate>, <Contractor's Annual Financing Rate - .01>/12, <remaining lease period in months>) + @PVAMOUNT(<EOT Purchase Price>, <Contractor's Annual Financing Rate - .01>/12, <remaining lease period in months>), where the Contractor's Annual Financing Rate is the one used in the determination of the lease rate for hardware being purchased; and
- (ii) If the option to purchase is exercised at the end of the applicable lease period, the purchase price will be the EOT purchase price determined in accordance with Annex ____.

7.25 [Purchased and/or Leased Hardware - Simple Software Requirement to be used, for example, where incidental software being delivered with Hardware - Do NOT Use this article if you are using 4003 (in which case you must use the Licensed Software provision further below), but do consider whether 4004 is necessary]:

The Hardware must be delivered together with any software specified in the Contract or required for the Hardware to function in accordance with the Specifications (the "Licensed Software"). With respect to the Licensed Software:

- (a) It must be the current release and, unless otherwise specified, require no further research or development to meet the Specifications;
- (b) It must be supported by, and fully compatible with, the Hardware up to the limit of the Hardware's expansion capability. The Contractor must completely integrate and interface the Licensed Software with the Hardware before acceptance;
- (c) The Contractor grants a single, perpetual, non-exclusive license to Canada for the Client to use the Licensed Software in accordance with the Contract. This license allows the Client to install, copy, deploy and use the Licensed Software, which includes the right to: *[any additional required license rights must be described here - if none, just delete the words "which includes the right to"]*.

7.26 [Hardware Substitutions for Purchased and/or Leased Hardware - Example

1]Delivery-Specific Deliverable Substitutions of Hardware

- (a) If the Contractor is unable to provide a specific item of Hardware ordered under the Contract and wishes to offer a substitute in respect of that order, the Contractor must submit a request to the Contracting Authority together with a certificate that the proposed substitute item meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product must not exceed:
 - (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.
- (c) The ability to propose a substitute for a specific delivery does not relieve the Contractor of its obligation to make delivery within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

7.27 [Hardware Substitutions for Purchased and/or Leased Hardware - Example

2]Deliverable Substitutions for Hardware

- (a) The Contractor may propose a substitution for an existing Hardware product listed in the Contract, as long as the proposed substitute meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product does not exceed:
 - (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.

- (b) The proposed substitution may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the Contractor must continue to deliver the original product when ordered. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead.
- (d) The ability to propose a substitution does not relieve the Contractor of its obligation to make delivery by the Delivery Date, regardless of whether or when the proposed substitution is approved.

7.28 [Hardware Substitutions for Purchased and/or Leased Hardware - Example 3] Deliverable Alternatives for Hardware

- (a) The Contractor may propose an alternative for an existing Hardware product listed in the Contract, as long as the proposed alternative meets or exceeds the specification(s) of the existing product for which the new product is being offered as an alternative and the price for the alternative product does not exceed:
 - (i) The firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The proposed alternative product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) The alternative item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the alternative is acceptable. Whether or not to accept or reject a proposed alternative is entirely within the discretion of Canada. If Canada does not accept a proposed alternative, the Contractor must continue to deliver the original product. If accepted, the addition of the alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.
- (d) The ability to propose an alternative does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract by the Delivery Date, regardless of whether or when the proposed substitution is approved.

7.29 [Hardware Substitutions for Purchased and/or Leased Hardware - Example 4] Deliverable Substitutions & Alternatives

- (a) The Contractor may propose a substitution or alternative for an existing product listed in the Contract, provided the proposed substitute or alternative meets or exceeds the specification(s) of the existing product and the price for the substitute or alternative product does not exceed:

- (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The proposed substitution/alternative may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) Substitute or alternative items must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution or alternative is acceptable. Whether or not to accept or reject a proposed substitution or alternative is entirely within the discretion of Canada. If Canada does not accept a proposed substitution or alternative, the Contractor must continue to deliver the original product. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead. If accepted, the addition of any alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.
- (d) The ability to propose a substitution or alternative for any given product does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

7.30 [New Products - Example 5] Extension of Existing Product Line - New Products

- (a) During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
- (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
 - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- (d) No new products will be included in the Contract until one year after the Contract is awarded. *[Note: this sentence is included to ensure that a bidder cannot propose one product at a low price, then immediately propose a better product at a higher price. This clause is not intended to allow for a bidder to upgrade the technology based on what was*

available at the time the contract was competed - it is intended to deal with technological change over the Contract Period. Be sure that the period inserted is long enough to ensure this is the case.]

7.31 [Purchased and/or Leased Hardware - Optional - Only applies where name-brand products are specified]Equivalency of Equipment

- (a) The Contractor guarantees that the equipment to be delivered under the Contract is:
- (i) equivalent in form, fit, function and quality to the existing equipment owned by Canada that was described in the bid solicitation that resulted in the Contract; and
 - (ii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- (b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
- (i) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
 - (ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - (iii) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- (c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future PWGSC bid solicitations.

Note to Bidders: *This article will only be included in a resulting contract if equivalent products have been proposed.*

7.32 [Purchased Hardware or Contracts for Maintenance of Existing Crown Hardware]Termination for Convenience of Hardware Maintenance Services

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any Hardware maintenance and support services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for convenience and will be liable to the

Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

7.33 [Software] Licensed Software

(a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	[specify one of "User License", "Device License" or "Entity License", each of which is contemplated by 4003]
Number of Users Licensed [delete this line if the license is a Device License or an Entity License]	_____ [insert the original number of Users licensed. An option to acquire additional licenses is set out below, if applicable]
Option to Purchase Licenses for Additional Users [delete this line if the license is a Device License or an Entity License]	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex ____ on the same terms and conditions as the initial User licenses granted under the Contract [including for additional Clients within the scope of the Contract]. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. [delete if you are not including an option to purchase additional User licenses]
Number of Devices Licensed [delete this line if the license is a User License or an Entity License]	_____ [insert the original number of Devices licensed. An option to acquire additional licenses is set out below, if applicable]
Option to Purchase Licenses for Additional Devices [delete this line if the license is a User License or an Entity License]	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex ____ on the same terms and conditions as the initial Device licenses granted under the Contract [including for additional Clients within the scope of the Contract]. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. [delete if you are not including an option to purchase additional Device licenses]
Entity Licensed	The Entity Licensed is the Client.

EN537-05IT01/G

<i>[delete this line if the license is a User License or a Device License]</i>	
Option to Purchase Entity Licenses for Additional Entities <i>[delete this line if the license is a User License or a Device License]</i>	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Entities at the price set out in Annex ____ on the same terms and conditions as the initial Entity license granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. <i>[delete if you are not including an option to purchase additional Entity licenses. To use this clause, you will also need to include, elsewhere in the Client, something that fully defines the potential scope of the Clients who may be added to the Contract.]</i>
Language of Licensed Software	The Licensed Software must be delivered in both French and English. <i>[include this line of the table ONLY if you require the software to be provided in both official languages. If you only require the English version (and the French, if available), delete this line, because 4003 also provides for that situation]</i>
Delivery Location	<i>[unless your Client will simply download the Licensed Software, insert delivery location(s) or refer to the provision in contract that sets them out]</i>
Installation Site	<i>[if the Contractor will be installing the Licensed Software, set out the installation site(s) or, if installation is not part of the Work, delete this line; also, if the installation site is the same as the delivery location, you can delete this line from the table]</i>
Media on which Licensed Software must be Delivered	<i>[specify the media on which the Client requires the Licensed Software to be delivered - e.g., CD-ROM or Internet Download. 4003 states that the Contractor must deliver the Licensed Software on Canada's choice of media.]</i>
Term of License	<i>[fill in this line ONLY if the license is for a fixed term. If your license will be perpetual, 4003 already provides for this and you must delete this line.]</i>
Software Warranty Period	____ <i>[days/months] [fill in this line ONLY if your Client requires a Software Warranty Period that is not 90 days. If your Client requires the standard Software Warranty Period of 90 days, delete this line, because 4003 already provides for that. The Software Warranty Period is different from the Software Support Period.]</i>
Source Code Escrow Required	____ <i>[Yes/No] [Source code escrow is only required in unusual circumstances, given</i>

that the source code is kept highly confidentiality by software publishers.]

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation *[if there are any ongoing obligations after that notice is given, set them out here]*.
- (c) **Finalization of Draft Software Knowledge Transfer Plan:** Within ___ days of the Contract being awarded, Canada will provide any comments it has regarding the draft knowledge transfer plan submitted by the Contractor as part of its bid. The Contractor must update the knowledge transfer plan to reflect Canada's comments within ___ working days and resubmit it to Canada for approval. *[only include this paragraph if submitting a draft knowledge transfer plan was a bid requirement]*
- (d) **Finalization of Draft Software Release Strategy:** Within ___ days of the Contract being awarded, Canada will provide any comments it has regarding the draft release strategy submitted by the Contractor as part of its bid. The Contractor must update the release strategy to reflect Canada's comments within ___ working days and resubmit it to Canada for approval. *[only include this paragraph if submitting a draft release strategy was a bid requirement]*

7.34 (applies if required by the RFP) Licensed Software Maintenance and Support

- (a) With respect to the provisions of Supplemental General Conditions 4004:

Licensed Programs	The Licensed Programs to be supported and maintained are: _____. <i>[if the Contractor is simply going to maintain and support the Licensed Software that you are purchasing under this contract, you can delete this line. If the Contractor is providing support for Licensed Programs that were licensed to you under another contract, you must list them here.]</i>
Software Support Period	_____. <i>[specify the Software Support Period. Either indicate a fixed period (usually increments of 1 year) or, if your Client will require Software Support throughout the entire Contract Period, indicate that the Software Support Period is the Contract Period.]</i>
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract. <i>[If your contract does not provide for the purchase of additional licenses, delete this line of the table. If your contract does allow additional licenses to be purchased, but the client wants a separate Software Support Period to apply to those additional licenses, adjust this provision accordingly and make sure the Basis of Payment provisions match your choices here.]</i>
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by ____

EN537-05IT01/G

	additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex _____. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. <i>[delete if you are not including an option to purchase additional User licenses]</i>
Hours for Providing Support Services	The Contractor's personnel must be available from ____ a.m. until ____ p.m., local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required. <i>[delete this line if the hours are 8AM to 5PM - those hours are already provided for in 4004. If your Client requires service on weekends or statutory holidays, revise the wording as required.]</i>
Contractor must provide On-site Support Services	[Yes/No] <i>[If On-site Support Services are required, say so here. 4004 does not automatically require On-site Support Services. If required, you must add a separate price for these services in your Basis of Payment provision, or state that this service is included in one paragraph of the existing Basis of Payment provisions.]</i>
Contractor must provide Swift Action Tactical (SWAT) services	[Yes/No] <i>[If SWAT services are required, say so here. 4004 does not automatically require SWAT services. If required, you must add a separate price for these services in your Basis of Payment provision, or state that this service is included in one paragraph of the existing Basis of Payment provisions.]</i>
Contractor must install Software Error corrections and Maintenance Releases and upgrades	[Yes/No] <i>[specify here if the Contractor must install the Software Error corrections and/or the Maintenance Releases and upgrades. If Canada is responsible for this, delete this line, because 4004 already provides for this in Subsection 7(2). Purchasing installation services will of course be more expensive than only obtaining the maintenance release and upgrades. If installation services are available through a separate Task Authorization process described in the Contract, you can say "only if Task Authorization issued".]</i>
Contractor must keep track of software releases for the purpose of configuration control	[Yes/No] <i>[If the answer is "no", you can just delete the whole line. This additional service will increase the price of the maintenance, so should only be included if requested by the Client.]</i>
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. <i>[revise as necessary]</i></p> <p><i>[If any of these particular methods of communication are not required by the client, you can say "not required". The best way to ensure you receive this information in</i></p>

EN537-05IT01/G

	<p><i>the bid is to include a line in the Bid Submission Form for it.]</i></p> <p><i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. <i>[Delete if your Client does not required these enhanced web services.]</i></p> <p><i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
Language of Support Services	<p>The Support Services must be provided in both French and English, based on the choice of the User requesting support. <i>[Revise if support only required in one language. You can also require that agents respond in English and in French, but the website is only required in English, for example.]</i></p>

- (b) **[delete if N/A]Option to Add Other Clients for Maintenance and Support Only:** The Contractor grants to Canada the option to extend the maintenance and support services for the Licensed Software to other Government of Canada users who are already licensed to use the Licensed Software under another contract, but who require maintenance and support services for that Licensed Software, at the price set out in the Basis of Payment *[be sure to include a price for this if you include this option]*. This option applies to any users within any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada described in the *Financial Administration Act*, as amended from time to time, or any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

7.35 **[Either (a) or (b) or both applies if required by the RFP]Training**

- (a) **Providing Training: (RFP will describe any required training here.)**
- (b) **Providing Software Training (blanks below will be specified in the RFP):**
- (i) The Contractor must provide _____ training on the software products that form part of the Software Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
 - (ii) Canada may issue a Task Authorization whenever it has at least ____ people who require training. The training must be provided at various locations across Canada, as requested in the Task Authorization.

- (iii) The training must be available within _____ working days of the Task Authorization being issued.
- (iv) The training, including both the instruction and the course materials, must be provided in the following language(s) _____. Before providing any training, at least _____ working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (v) **Finalization of Draft Training Plan:** Within ____ working days of the Contract being awarded, Canada will provide any comments it has regarding the draft training plan submitted by the Contractor as part of its bid. The Contractor must update the training plan to reflect Canada's comments within _____ working days and resubmit it to Canada for approval.

7.36 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract or the TA (whichever first contains instructions from Canada for that individual to report to the Work site). Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, "Replacement of Specific Individuals" in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment.
- (b) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- (c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- (d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project and/or Technical Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- (e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.37 (applies if required by the RFP - blanks will be specified in the RFP) Professional Services for Pre-Existing Software

- (a) **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in Annex _____, which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- (b) **Software Services:** During the Contract Period, the Contractor must provide the Client with the following "Services for Pre-Existing Software" as and when requested by Canada through a Task Authorization:
 - (i) accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
 - (ii) keeping track of the software publisher's software releases for the purpose of configuration control; and
 - (iii) **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- (c) **Providing Training related to Pre-Existing Software:**
 - (i) The Contractor must provide _____ training in the use of the Pre-Existing Software on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
 - (ii) Canada may issue a Task Authorization whenever it has at least _____ people who require training. The training must be provided at various locations across Canada, as requested in the Task Authorization.
 - (iii) The training must be available within 15 working days of the Task Authorization being issued.
 - (iv) The training, including both the instruction and the course materials, must be provided in the following language(s) _____.
 - (v) Before providing any training, at least _____ working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (d) **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- (e) **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

7.38 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.39 [applies if required by the RFP]Reporting Requirements

The Contractor must provide the following reports to the Contracting Authority at the following times as specified in Annex _____ **(to be specified in the RFP)**:

7.40 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.41 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.42 Government Property (i. or ii. applies as required by the RFP)

- (i) Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.
 - (a) **To be provided in the RFP**
- (ii) Government Property
 - (a) Even though Canada will become the owner of the following deliverables in accordance with the Contract, the Contractor may use them to perform the Work (the "**Government Property**"):

To be provided in the RFP

- (b) The Contractor must label each of the deliverables that it uses to perform the Work as the property of Canada and keep a separate inventory of the Government Property.
- (c) On request, the Contractor must provide a report to the Technical Authority (updated as necessary from time to time) that includes the description, manufacturer, model number, serial number, supplier, price, and location of all deliverables it uses to perform the Work.
- (d) The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

7.43 [applies if required by the RFP]Implementation (blanks below will be specified in the RFP

- (a) **Description of the implementation to be provided in the RFP.**
- (b) **Finalization of Draft Implementation Plan:** Within ____ working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within ____ working days and resubmit it to Canada for approval.
- (c) **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than ____ working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor

7.44 [applies if required by the RFP]Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no additional charge for these services.

7.45 [Delete if N/A]Performance Guarantee

It is a condition of the Contract that the Contractor provide to Canada an unconditional and irrevocable guarantee of the performance and fulfillment of each and every obligation of the Contractor under the Contract. This guarantee must be in the form set out in Annex ____ (to be provided at contract award) and be executed under seal (if required by Canada) by _____. If the Contractor does not deliver the fully executed guarantee within 10 working days of the Contract being awarded, Canada may immediately terminate the Contract for default and will have no liability to the Contractor for any of the Work performed before that termination. Obtaining and delivering the signed guarantee within the time required is the sole responsibility of the Contractor.

Note to Bidders: This article will only be included if Canada determines that a performance guarantee

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EN537-05IT01/G

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

(for example, from a parent company) is required in connection with an evaluation of the Bidder's financial capability. The name of the guarantor will be completed at the time of contract award.

EN537-05IT01/G

BIDDER FORMS

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that [<i>check the box that applies</i>]:	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	

EN537-05IT01/G

<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For a joint venture bidder, this information must be provided for each member of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i></p>		
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EN537-05IT01/G

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Form X**Substantiation of Technical Compliance Form**

Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<i>[PWGSC officers must fill in this part in consultation with the Client]</i>		

Form X**OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM

Signature of authorized signatory of OEM

Print Name of authorized signatory of OEM

Print Title of authorized signatory of OEM

Address for authorized signatory of OEM

Telephone no. for authorized signatory of OEM

Fax no. for authorized signatory of OEM

Date signed

Solicitation Number

Name of Bidder

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EN537-05IT01/G

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Form X

Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

[bidders should add or remove lines as needed]

Form X**Software Publisher Authorization Form**

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP)

Signature of authorized signatory of SP

Print Name of authorized signatory of SP

Print Title of authorized signatory of SP

Address for authorized signatory of SP

Telephone no. for authorized signatory of SP

Fax no. for authorized signatory of SP

Date signed

Solicitation Number

Name of Bidder

ANNEX F TO THE SBIPS SUPPLY ARRANGEMENT
Model Task Authorization



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (GST/HST extra) Coût total estimatif de la tâche (TPS/TVH en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SCRL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ►	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (GST/HST Extra) before the revision Coût total estimatif de la tâche (TPS/TVH en sus) avant la révision \$	Increase or Decrease (GST/HST Extra), as applicable Augmentation ou réduction (TPS/TVH en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date