

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Business Management and Consulting Services
Division
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
10C1 - 43
Gatineau, Québec K1A 0S5

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Business Management and Consulting Services Division /
Division des services de gestion des affaires et de
consultation
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Title - Sujet Collection Services | |
| Solicitation No. - N° de l'invitation E60ZG-110002/A | Date 2014-12-03 |
| Client Reference No. - N° de référence du client E60ZG-110002 | GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZG-424-28240 |
| File No. - N° de dossier 424zg.E60ZG-110002 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 04:00 PM on - le 2014-12-19 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Thompson, Melissa | Buyer Id - Id de l'acheteur 406zg |
| Telephone No. - N° de téléphone (819) 956-1417 () | FAX No. - N° de FAX (819) 956-2675 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Delivery Required - Livraison exigée | Delivery Offered - Livraison proposée |
| 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 |

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Buyer ID - Id de l'acheteur

424zg

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60ZG-110002

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Please see below Request for Information

THIS IS NOT A SOLICITATION DOCUMENT

**THIS IS A
REQUEST FOR INFORMATION (RFI)
FOR
COLLECTION SERVICES**

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SECTION "A"

OBJECTIVES AND BACKGROUND

A1.0 PURPOSE

Public Works and Government Services Canada (PWGSC) is in the preliminary planning stage for a competitive Request for Standing Offer (RFSO) for the establishment of National Master Standing Offer for the collection services of debt owed to Canada, to satisfy the requirement of any federal government department and agency or Crown Corporation as identified in Schedules I, II and III of the *Financial Administration Act* or as authorized pursuant to the *Department of Public Works and Government Services Act*, on an as-and-when requested basis for a period of three (3) years starting on the date of Standing Offer Authorization. The Standing Offers may be authorized for use for two (2) additional one-year periods.

Accounts sent to the Offeror for collection would usually be a minimum of thirty (30) days past due from date of establishment with the department. There is a mix of accounts from various government departments for which collection activity has been undertaken.

When possible, departments will provide the Offeror with all available relevant documentation and will clearly indicate factors pertinent to collection and performance measurement.

A2.0 OBJECTIVES

The purpose of this Request for Information (RFI) process is to inform industry of the impending solicitation for collection services by Canada, to request that interested parties provide feedback on the breadth and depth of the project, as well as to inform industry that the upcoming requirement contains a security requirement at the level of Protected B, and that interested suppliers are required to obtain the necessary security clearances prior to standing offer issuance.

The intent of the consultation process will be to share working draft documents with representatives from industry for input and/or for information purposes. PWGSC will inform and consult with industry stakeholders regarding the following:

- level of interest in providing collection services to federal government departments;
- ability to meet the operational requirements identified herein;
- ability to meet the security requirements identified herein;

A list of questions is provided in Section D, for your response. Note that the information requested is for information purposes only and will allow PWGSC to clearly define the requirement for the required services and obtain additional information for the development of bid evaluation criteria.

A3.0 REQUIREMENTS DEFINITION

The information provided by Canada in this RFI is preliminary and may change. Responding to this RFI is not a prerequisite to receiving any resulting Request for Standing Offer for this requirement. This RFI is not a bid solicitation nor will it be used to pre-qualify or otherwise restrict participation in the future RFSO.

All potential Service Providers are encouraged to indicate their level of interest by responding to the questions of Section D.

The publication of this RFI must not be construed as a commitment on Canada's part to issue a subsequent Request for Standing Offer and Standing Offer Agreement or other form of commitment will be entered into within any respondents based on responses to this RFI. This RFI must in no way be considered as authorization by PWGSC for respondents to undertake any work, which would result in costs to Canada. Canada will not be liable for, nor will it reimburse respondents for any costs, fees or

expenses, incurred in the preparation or submission of responses to this RFI. Canada will not be bound by anything stated herein, and reserves the right to change, at any time, any or all parts of the requirement, as necessary.

A4.0 BACKGROUND

PWGSC is in the process of establishing a new method of supply to replace the current National Master Standing Offer (NMSO) for Collection Agency Services that was put in place in September 2005 and expires in May 2015. PWGSC is undertaking this initiative to ensure there is no lapse in collection services for debt owed to Canada.

As the federal government's common service provider for procurement, PWGSC is committed to meeting the Government of Canada's environmental objectives by achieving the best value on behalf of Canadians by maximizing efficiencies, taking advantage of economies of scale, leveraging existing expertise and ensuring an open and transparent process.

The development of this method of supply will improve the way Canada procures collection services and will ensure federal government departments retain continual services through:

establishing a method of supply that provides federal government departments and agencies and/or Crown Corporations with the ability to obtain collection services from multiple suppliers on a local or national level.

As part of the development of the new method of supply, PWGSC is conducting an in depth analysis which includes this consultation with industry.

A5.0 SECURITY REQUIREMENT

There is a Security requirement associated with this requirement and the clause below will form part of the solicitation document and resulting Standing Offer.

Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

3. For additional information on security requirements, offerors should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

Security Clause of the Resulting Standing Offer

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 B, 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 B including an IT Link at the level of PROTECTED B.

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

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

It is the responsibility of the interested suppliers to ensure that the information required concerning the security clearance is provided on time to either the requesting authority or the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Suppliers who currently do NOT meet the facility security clearance requirements and (or) personnel security clearance are advised to initiate the security clearance process immediately by requesting sponsorship from the Contracting Authority by e-mail at the address below. The request must include the following information:

1. legal name of the suppliers' organization;
2. complete address of the suppliers' organization;
3. telephone and fax numbers;
4. name of President or CEO of the suppliers' organization;
5. language preference (English or French);
6. Supplier's Procurement Business Number (PBN).

The Canadian and Industrial Security Directorate (CISD) of PWGSC will then send the interested supplier the paperwork which needs to be completed.

If the supplier wishes to propose the services of an individual who has obtained a security clearance from a government department or agency other than CISD/PWGSC, the supplier's Company Security Officer is to contact CISD and request either a transfer or a duplicate of the security clearance of the individual.

For any inquiries concerning any security requirements, suppliers should contact CISD at 1-866-368-4646, or (613) 948-4176 in the National Capital Region, CISD Website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/>

SECTION "B"

RESPONDENT SUBMISSION REQUIREMENTS

B1.0 SUBMISSION OF RESPONSES

B1.1 Number of Copies

Responses are to be submitted electronically.

B1.2 Closing Date

Responses to this RFI will be accepted until 04:00 PM eastern standard time on Friday December 19th, 2014. Responses are to be submitted electronically to the RFI Authority noted in section B2.0.

B2.0 Request for Information AUTHORITY

Melissa Thompson
Supply Team Leader
Public Works and Government Services Canada
Business Management and Consulting Services Division - ZG
Acquisitions Branch, PWGSC
Telephone: (819) 956-1417 Fax: (819) 956-2675
E-mail address: melissa.thompson@tpsgc-pwgsc.gc.ca

B3.0 INDUSTRY RESPONSES

B3.1 Response Format

There is no page limit on the responses to be provided. Respondents are requested to respond to all questions posted in Section D. Respondent's name, return address, RFI number and closing date should be clearly visible on the response.

B3.2 Language of Response

Responses may be provided in English or French, at the preference of the respondent.

B3.3 Response Parameters

Respondents are reminded that this is an RFI and not an RFSO and, in that regard, respondents should feel free to provide their comments and/or concerns in addition to their responses. PWGSC reserves the right to seek clarifications from a respondent for any information provided in response to this RFI, either by telephone, in writing or in person.

B3.4 Response Confidentiality

Respondents are requested to clearly identify those portions of their response that are proprietary. The confidentiality of each respondent's response will be maintained. Items that are identified as proprietary will be treated as such except where PWGSC determines that the enquiry is not of a proprietary nature. PWGSC may edit the questions or may request that the respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all interested parties.

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SECTION "C"

DRAFT RFSO

Please see draft Request for standing offer attached separately.

SECTION "D"

QUESTIONS

1. Are the requirements and definitions as stated in the attached Statement of Work (SOW) clear?
2. Are there missing elements/components to the work, tasks and/or deliverables? If yes, specify.
3. Please identify any issues that would limit your ability to perform the work outlined in the SOW.
4. Is there anything in the Mandatory Technical Criteria and the Rated Technical Criteria that would preclude you from submitting an offer? If so, can you tell us what it is and explain why?
5. Would adding mandatory criteria requesting a collection agency be bonded, prior to any National Master Standing Offer (NMSO), limit your ability to submit an offer on this requirement?
6. Would you submit an offer on this service if it was tendered as described herein? If not, please explain why.
7. Are there any technical evaluation criteria that you think should be added? If yes, please explain what they are and why they should be added?
8. Does your firm currently have a Designated Organization Security (DOS) clearance granted by PWGSC's Canadian Industrial Security Directorate? If not, would your firm be interested in obtaining one in order to be able to provide Collection Services to the Government of Canada? If so, please send a request for sponsorship to the RFI Authority noted in Section B2.0 of the RFI.
9. Is your firm able to generate reports in accordance with the requirements as outlined in the Draft Statement of Work (SOW) Annex "A"?
10. Does your firm currently provide a listing of environmental attributes offered within their services? If yes, is this information readily available to government?
11. Does your firm have a contingency plan in place to ensure uninterrupted service to clients in the event of work stoppages?
12. Are the maximum commission rates, identified in the Pricing Schedule, Basis of Payment Annex "B", relevant? If not, please explain why.
13. Are there any additional commission rates that have not been identified? If so, please provide them.
14. Do you understand how it is proposed to conduct the financial evaluation of your offer and do you believe that this is a fair and open way of doing this evaluation? If not, could you identify the areas which require clarification or which appear to be unfair or incomplete, and explain why?
15. Do you have any concerns with the work allocation? If yes, please identify them and explain why?

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16. Do you have any other concerns that you would like to address?

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- | | |
|-----------|-------------------------------------------------|
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TITLE – Collection Services

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements Checklist, Insurance Requirement, Utilization Report and Quarterly Standing Offer Business Volume Report.

2. Summary

This request for standing offer is for the establishment of National Master Standing Offers for the collection services of debt owed to Canada, to satisfy the requirement of any federal government department and agency or Crown Corporation as identified in Schedules I, II and III of the *Financial Administration Act* or as authorized pursuant to the *Department of Public Works and Government Services Act*, on an as-and-when requested basis.

Accounts sent to the Offeror for collection would usually be a minimum of thirty (30) days past due from date of establishment with the department. There is a mix of accounts from various government departments for which collection activity has been undertaken.

When possible, departments will provide the Offeror with all available relevant documentation and will clearly indicate factors pertinent to collection and performance measurement.

Any resulting Standing Offer Agreements will be for a period of three (3) years commencing upon Standing Offer Agreement award.

Canada may exercise an option to extend the term of the Standing Offer Agreement by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Standing Offer Agreement, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

2.1 Types of Accounts to be covered by any Resultant National Master Standing Offer

This could include, but is not limited to, the following:

- Debts arising from the sale of goods or provision of services;
- Loans and advances;
- Recoverable contributions that have come due;
- Defaulted loans;
- Delinquent Direct Financing Accounts;
- Delinquent Integrated accounts which may consist of a federal and/or provincial portion;
- Accounts withdrawn from another Offeror;
- Potential accounts referred by departmental recovery offices;
- Potential overpayments of social benefits including Income Security Programs and Employment Insurance (EI) (pending departmental approval);
- Program overpayments and penalties;
- Administration fees/costs;
- Debts arising from employer/director's liability;
- Overpayments or erroneous payments of supplier accounts, contributions and benefits;
- Leases and license payments;
- Fees and other charges;
- Premiums;
- Scholarships;
- Fines and courts awards; and
- Interest, penalties and administrative charges on all of the above, if applicable.

Some departments may have outstanding debts due from debtors in Canada as well as foreign countries.

3. Security Requirement

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

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

5. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a Standing Offer.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

2. Submission of Offers

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

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

5. Improvement of Requirement During Solicitation Period

Should offerors consider that the Statement of Work contained in the solicitation could be improved technically or technologically, offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the solicitation. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular offeror will be given consideration provided they are submitted to the Standing Offer Authority at least ten (10) days before the closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer Four (4 hard copies)

Section II: Financial Offer One (1 hard copy)

Section III: Certifications One (1 hard copy)

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

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

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

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](#). To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, (Basis of Payment)". The total amount of Applicable Taxes must be shown separately.

The C3011T (2013-11-06) Exchange Rate Fluctuation is incorporated by reference into and form part of the RFSO.

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:
VISA _____
Master Card _____
- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

Offeror's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Offeror must provide the required information below, on the Offeror's proposed site or premises for which safeguard measures are required for Work Performance.

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State

Postal Code / Zip Code
Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

| Mandatory Technical Criteria (MT) | |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number | Mandatory Technical Criterion |
| MT1 | At RFSO closing, the Offeror must be licensed to operate as a Collection Agency in each Canadian province and territory. A copy of each license must be submitted with the offer. |
| MT2 | At RFSO closing, the Offeror must have operated in Canada as a Collection Agency, under Canadian law, for a minimum of three (3) years. The Offeror must state the period from (year/mm/dd) to (year/mm/dd) that they have been operating in Canada under Canadian law. |
| MT3 | At RFSO closing, the Offeror must demonstrate its experience, within the last three (3) years, in collection of Retail Portfolios by submitting information for three (3) different Retail Portfolio clients in private sector and/or provincial and/or municipal governments and/or federal governments. The following information must be provided for each of the three Retail Portfolios: Name of the retail Portfolio client organization; Telephone number and email address of client reference, if available; Period of the Retail Portfolio. From (year/mm/dd) to (year/mm/dd); A report indicating recovery rate by age of accounts and recovery rate of the total portfolio (expressed as a percentage) related to the respective accounts over a monthly increment, within the last three years. |

1.1.2 Point Rated Technical Criteria

Offers which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Offers which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. Point rated results will be rounded off to two decimal points.

| Point Rated Technical Criteria (RT) and Scores | | Required Minimum Number of Points | Maximum Number of Points |
|------------------------------------------------|---------------------|-----------------------------------|--------------------------|
| RT1 | Maximizing Recovery | 60 | 120 |
| RT2 | Tracing | 57 | 115 |
| RT3 | Client Service | 48 | 96 |
| RT4 | System | 27 | 54 |
| RT5 | Personnel | 35 | 70 |
| RT6 | Internal Controls | 37 | 75 |

| Point Rated Technical Criteria (RT) | | | |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number | | Bid Preparation Instructions | Weighting (Points) |
| RT1 | Maximizing Recovery | | Maximum 120 Points Minimum 60 Points |
| RT1.1 | <p>The Offeror should describe in detail the type of collection strategy it will establish in order to implement the requirements of the NMSO and should describe its plan of collection, business and management of the collection of debt owed to Canada, by providing information on the following:</p> <p>A detailed flow chart of the collection process including an explanation of the process which demonstrates it's effectiveness in meeting the requirements of this RFSO;</p> <p>Outline collection tools and explain how they support the collection process;</p> <p>Incentive programs for personnel;</p> <p>Describe your strategies to improve collection when performance objectives are not met.</p> | <p>The Offerors should describe how each proposed incentive was successful.</p> <p>The Offerors should outline the corrective measures put in place in order to improve</p> | <p>6 points for the flow chart plus 6 points for each element which explains that the process is effective in meeting the requirements of the RFSO to a maximum of 36 points.</p> <p>6 points for each collection tool proposed which included a process, to a maximum of 24 points.</p> <p>6 points for each demonstrated successful incentive program to a maximum of 30 points.</p> <p>6 points for each proposed corrective measure to improve collection to a</p> |

| | | | |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | collections. | maximum of 30 points. |
| RT2 | Tracing | | Maximum 115 Points Minimum 57 Points |
| RT2.1 | <p>The Offeror should describe its capabilities and performance in the tracing of clients by providing information on the following:</p> <p>A detailed flow-chart of the tracing process and tools including an explanation of the process which demonstrates its effectiveness in meeting the requirements of this RFSO;</p> <p>Incentive programs for personnel;</p> <p>Detailed tracing information for three (3) different portfolios. For each portfolio, the following information should be provided:</p> <p>Total number of accounts in portfolio; Total number of trace accounts; Number of accounts which have been in trace for:</p> <ul style="list-style-type: none"> - Less than 90 days - Between 90 and 180 days - Between 180 and 365 days - More than one year. | <p>The Offerors should address how the Offeror will implement each proposed incentive programs in order to reward increased productivity.</p> | <p>10 points for the flowchart plus 5 points for each process explanation provided to a maximum of 40 points.</p> <p>10 points for each incentive to a maximum of 30 points.</p> <p>15 points for each portfolio containing the required information, to a maximum of 45 points.</p> |
| RT3 | Client Service | | Maximum 96 Points Minimum 48 Points |
| RT3.1 | <p>The Offeror should describe the compatibility of its client service strategy with the Government's strategy by providing information on the following points:</p> <p>Communications with client:</p> <p>The Offeror should describe how repayment arrangements will be negotiated with clients.</p> <p>The Offeror should describe the socio-economic factors it will take into consideration in determining a</p> | <p>The Offerors should demonstrate how a successful negotiation would proceed.</p> | <p>3 points for each proposed repayment arrangement to a maximum of 9 points.</p> <p>3 points for each factor to a maximum of 15 points.</p> |

| | | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>client's socio-economical situation.</p> <p>Complaints:</p> <p>The Offeror should describe its strategies to avoid complaints.</p> <p>The Offeror should describe its internal complaint resolution process.</p> <p>Bilingual Client Service:</p> <p>The Offeror should describe how it will ensure bilingual service in accordance with the <i>Official Languages Act</i>.</p> <p>Confidentiality:</p> <p>The Offeror should explain how it intends to ensure that confidentiality of the information will be honoured.</p> | <p>The Offeror should demonstrate how each proposed strategy was effective in avoiding complaints.</p> <p>The Offeror should demonstrate how each proposed complaint resolution process was effective in avoiding complaints.</p> | <p>3 points for each proposed successful strategies to a maximum of 15 points.</p> <p>3 points for each proposed successful resolution mechanisms to a maximum of 15 points.</p> <p>3 points for each element to a maximum of 21 points.</p> <p>3 points for each element to a maximum of 21 points.</p> |
| RT4 | System | | Maximum 54 Points Minimum 27 Points |
| RT4.1 | <p>The Offeror should describe its system and the methods it has in place to ensure the following:</p> <p>Production of the reports identified in Item 4.3. Deliverables - Reporting Requirements of the Statement of Work in a timely manner;</p> <p>Integrity, accuracy and quality control of the reports.</p> <p>Its system's flexibility to adapt to requirements.</p> | | <p>3 points for each method to a maximum of 15 points.</p> <p>3 points for each element proposed to a maximum of 15 points.</p> <p>8 points for each element to a maximum of 24 points.</p> |
| RT5 | Personnel | | Maximum 70 Points Minimum 35 Points |
| RT5.1 | The Offeror should demonstrate how its personnel is qualified to ensure timely delivery of services, including the way in which delegated | The Offerors should outline the experience that its personnel, which handles delivery | 2 points for each qualification which ensures timely delivery of services to a total of |

| | | | |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | authorities are addressed, and the approach to minimize escalation of issues and problems. | of services, have delivering services related with collections defined in the SOW. | 10 points; and 2 points for each successful approach which minimizes escalation of issues to a total of 10 points. |
| RT5.2 | <p>The Offeror should describe how it plans to deal with resource turnover and maintain knowledge and expertise within its firm. The Offeror should describe the following:</p> <p>Its approach, processes and steps to obtain, replace and retain resources;</p> <p>The time frame required to replace resources;</p> <p>The risks that the Offeror foresees encountering with respect to Human Resources Management and the action to be taken to mitigate these risks.</p> | | <p>2 points for each proposed element to a maximum of 10 points</p> <p>8 points for a time frame of 1-2 days; 6 points for a time frame of 2-3 days; 4 points for a time frame of 3-4 days; 2 points for a time frame of 4-5 days; and 0 points for a time frame of 6 days and above.</p> <p>2 points for each risk and successful solution to mitigate each risk to a total of 8 points.</p> |
| RT5.3 | <p>The Offeror should describe its training and development plan for personnel which will be working on this requirement, specifically addressing the following:</p> <p>Training on regulatory and offer matters;</p> <p>Familiarization with Client-specific procedures;</p> <p>Equipment familiarization and training; and</p> <p>Job related training and training on specific functional areas such as collection and tracing.</p> | | <p>2 points for each proposed element to a total of 6 points.</p> <p>2 points for each proposed element to a total of 6 points.</p> <p>2 points for each proposed element to a total of 6 points.</p> <p>2 points for each proposed element to a total of 6 points.</p> |
| RT6 | Internal Controls | | Maximum 75 Points Minimum 37 Points |
| RT6.1 | The Offeror should have a sound risk mitigation strategy and contingency plan it will put in place when normal operations are disrupted due to unforeseen circumstances. The contingency plan should include at least five (5) proven risk mitigation measures for each of the following: | The Offerors should outline its proposed approach to implementing the work in the SOW, which includes the following: | |

| | | | |
|--|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| | Resources; | the method of ensuring consistency approach to meet the requirements of the SOW; | 5 points for each Risk Mitigation measure for Resources to a total of 25 points. |
| | IT Systems; and | the description of the probable risks related to collections and the risk mitigation strategies it proposes to implement to mitigate the risks. | 5 points for each Risk Mitigation measure for IT Systems to a total of 25 points. |
| | Facilities. | | 5 points for each Risk Mitigation measure for Facilities to a total of 25 points. |

1.2 Financial Evaluation

Offers must meet the mandatory financial criteria specified in the table inserted below.

Offers which fail to meet the mandatory financial criteria will be declared non-responsive.

| | Commission Rate | Met/Not Met |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| | <p>The commission rate of financially responsive offers for retail accounts (individuals) only will be evaluated in accordance with the following formula that provides more points to Offerors who propose to collect for lower commission rates to a maximum of 90 points.</p> $(21-A) \times 5 + 5 = B$ $(B \times 90) / 35 = \# \text{ points (Maximum 90 points)}$ <p>A = the retail account commission rate proposed by the Offeror.</p> | |

2. Basis of Selection

2.1 Basis of Selection – Lowest Price per point

To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offers;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum numbers of points specified in each of the point rated technical criterion.

Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point as calculated from a ratio of the technical points scored to the price for each compliant bid evaluated will be ranked first. Of the highest ranked responsive offers in ascending order up to 3

will be recommended for issuance of a standing offer. The responsive Offeror ranked third will be authorized a standing offer for utilization as a "back-up"

The lowest price per rated point will be determined as follows.

Price per Rated Point = Total Cost (Including Option Periods) / Total Points Achieved

In the event two or more responsive offers have the same lowest evaluated price per point, these offers will be ranked in descending order of the overall scores obtained for all the point rated technical criteria; the responsive offer obtaining the highest overall score being ranked the highest.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

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|---------------------------------------------------------------------------------------|
| Adresse de courriel / E-mail Address |
| |
| Direction générale / Branch: |
| DIRECTON GÉNÉRALE DES APPROVISIONNEMENTS / ACQUISITIONS BRANCH |
| |
| Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier |
| |
| Adresse du fournisseur / Supplier Address |
| |
| NEA du fournisseur / Supplier PBN |
| |
| Numéro de la demande de soumissions (ou numéro du contrat proposé) / |
| Solicitation Number (or proposed Contract Number) |
| |
| Membres du conseil d'administration (Utilisez le format - Prénom Nom) / |
| Board of Directors (use format – first name last name) |
| |
| 1. Membre / Director |

| |
|------------------------------------------------------------|
| |
| 2. Membre / Director |
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| 3. Membre / Director |
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| 4. Membre / Director |
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| 5. Membre / Director |
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| 6. Membre / Director |
| |
| 7. Membre / Director |
| |
| 8. Membre / Director |
| |
| Autres Membres / Additional Directors |
| |
| |
| Commentaires supplémentaires / Additional Comments: |
| |

2. Additional Certifications Required Precedent to Issuance of a Standing Offer

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

2.1 Canadian Content Certification

2.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T

2.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness,

maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.3 Former Public Servant in Receipt of a Pension

Contracts awarded to 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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 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

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

name of former public servant;
conditions of the lump sum payment incentive;
date of termination of employment;
amount of lump sum payment;
rate of pay on which lump sum payment is based;
period of lump sum payment including start date, end date and number of weeks;
number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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 Applicable Taxes.

2.4 Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4: Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

The Offeror:

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

The Offeror must check the applicable box below:

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

OR

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

The Offeror must check the applicable box below:

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

OR

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

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

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

The Offeror must provide the following certification for each owner and employee who is Aboriginal:

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

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

For more information regarding the PSAB please consult Aboriginal Affairs and Northern Development Canada:

<http://www.aadnc-aandc.gc.ca/eng/1100100032802/1100100032803>

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

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

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7A - Standing Offer;
- (e) the Offeror must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.

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

1.3. For additional information on security requirements, offerors should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Insurance Requirements

G2001C (2014-06-26) Commercial General Liability Insurance is incorporated by reference into and form part of the RFSO. Please refer to Annex "D" (Insurance Requirements) for further information.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

- 2.1** The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.
- 2.1.1 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 B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
 - 2.1.2 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).
 - 2.1.3 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 B including an IT Link at the level of PROTECTED B.
 - 2.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 - 2.1.5 The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition)

For any inquiries concerning any security requirements, suppliers should contact CISD at 1-866-368-4646, or (613) 948-4176 in the National Capital Region, CISD Website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/>

2.2 Offeror's Site or Premises Requiring Safeguard Measures

The Offeror must diligently maintain up-to-date, the information related to the Offeror's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E " Quarterly Standing Offer Business Volume Report. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.
The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing Offer Award to (3 year period).

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year period, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Melissa Thompson
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Telephone: (819) 956-1417
Facsimile: (819) 956-2675
E-mail address: melissa.thompson@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

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

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

5.3 Offeror's Representative

The Offeror-Specific Information will include the information provided in the "Offeror Profile" (Name, Title, Organization, Address, Telephone, Facsimile, Email address) submitted in response to the RFSO. Such information will be added to individual Standing Offers when issued.

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: [2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

8. Call-up Procedures

The Project Authority will provide the Offeror with a description of the accounts to be collected, details of contacts with Canada's clients when applicable and payments on account as well as the dollar value of each account to be collected.

The total value of the call-up will be established by multiplying the appropriate commission fee for the service identified in the Basis of Payment attached hereto as Annex "B", by the total dollar value of accounts to be collected plus GST/HST, as applicable.

The Offeror will be informed by the Identified User to proceed with the Work by the issuance of form PWGSC-TPSGC 942. A description of the accounts to be collected, details of contacts with Canada's clients when applicable and payments on accounts will be appended to the PWGSC-TPSGC 942. No contract shall be deemed to exist until the placing of a contract using form PWGSC-TPSGC 942, "Call-Up against a Standing Offer" (CASO). The duration of a Call-up is for a period of one (1) year from date of Call-up, in order to collect amounts of debt owed to Canada. After the period of one (1) year has expired, the accounts set-out in the Call-up, which were uncollected, will be assigned to the next ranked Offeror to pursue collection of the outstanding amounts. This procedure will apply to all Call-ups raised against the Standing Offer.

When a PWGSC-TPSGC 942 is signed it constitutes a contract with the Supplier to provide services detailed in the PWGSC-TPSGC 942. It is imperative that Identified Users ensure compliance with the requirements of the Financial Administration Act and with their own internal delegation of authority.

Under section 33 and 34 of the Financial Administration Act, contracting authorities are responsible for the audit of supplier invoices and the certifications required.

The work will be allocated to the Offeror based on a right of first refusal basis, as follows:

Right of First Refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

9. Call-up Instrument

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

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$250,000.00 (Applicable Taxes included).

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2014-06-26), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2035](#) (2014-06-26) General Conditions – Higher Complexity – Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;
- j) Annex E, Utilization Reports; and
- k) the Offeror's offer dated _____

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 SACC Manual Clauses

M3020C (2010-01-11) Status and Availability of Resources; and
M3060C (2008-05-12) Canadian Content Certification applies and form part of the Standing Offer.

13. Applicable Laws

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

14. Disclosure of Pricing

The Offeror agrees to the disclosure of its rates provided under the Standing Offer by Canada, and further agrees that it will have no right to claim against Canada, the client, their employees, agents or servants in relation to such disclosure.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

[2035](#) (2014-06-26), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of 2035 (2012-07-16), General Conditions - Higher Complexity - Services will not apply to payments made by credit cards.

2.2 Supplemental General Conditions

[4008](#) (2008-12-12) Personal Information, apply to and form part of the Contract.

[A9068C](#) (2010-01-11), Government Site Regulations, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B. The Contractor will be paid a firm all inclusive commission rate in the performance of the Work to a ceiling price of \$ (amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment to reflect the commission payable on the amounts collected computed in accordance with the Basis of Payment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment. No additional funds will be payable

5.2 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.

5.3 Method of Payment - Multiple Payments

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

- 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;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

5.4 SACC Manual Clauses

The following SACC Manual Clauses apply to and form part of the Contract

[A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

[C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

[C0305C](#) (2014-06-26) Cost Submission – Limitation for Expenditure or Ceiling Price

[C0705C](#) (2010-01-11) Discretionary Audit

5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include both the standing offer number and the call-up number.

The Contractor must submit the invoices either in electronic format and/or in hard copy, as specified by the Project Authority. The electronic format must be a printable and non-modifiable Portable Document Format (PDF).

The invoices must be forwarded to the Project Authority for certification and payment as indicated under the call-up.

7. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

The Contractor is responsible for determining the appropriate level of insurance coverage for all subcontractors approved in writing by the Contracting Authority to perform services under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractors' expense, and for its own benefit and protection.

8. Protection and Security of Data Stored in Databases

The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:

1. equivalent protections are given to personal information as in Canada under legislation such as the Privacy Act, R.S. 1985, c.P-21, and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
2. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).

The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.

The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.

The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.

Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

ANNEX "A"

STATEMENT OF WORK

1.0 Title

Collection Services.

2.0 Scope

2.1 Objective

To establish a National Master Standing Offer (NMSO) for the collection services of debt owed to Canada, on an "as and when requested" basis, to assist various Identified Authorized User(s) to use the NMSO to fulfill their individual requirement across Canada.

2.2 Background

Various departments have accumulated debt within their respective organizations as a result of non-payment or partial payment by users of their programs or services. This NMSO will allow all federal government departments, agencies and Crown Corporations, who have outstanding debt, to collect the outstanding amounts in order to meet the operational requirements of their respective organizations.

2.3 Terminology

Ad-Hoc Basis: happening only for a particular purpose or need. Not planned before it happens.

Canada's Client: the debtor or individual owing debt to Canada.

Coordinator: the Contractor's Head Office.

Commercial Account: a business' account.

Commissions: the firm all inclusive percentage, per type of account, paid to the Contractor upon delivery and acceptance of the Work.

Compromised Settlements: to accept sums of money totaling less than the full amount of indebtedness as payment in full.

Debtor: the individual owing debt to Canada. The client.

Identified User: a federal government department, Crown Corporation or agency that has provided an account for collection.

Project Authority: an individual from each department, Crown Corporation or agency responsible for all matters concerning the technical content of the Work under each call-up.

Receivables: any monies owed to the Receiver General for Canada.

Retail Account: an individual's account.

Receiver General: the Minister of Public Works and Government Services Canada. The Receiver General for Canada (RG) manages the operations of the federal treasury and ensures the integrity of the Consolidated Revenue Fund

Register: a booklet used to record and catalog entries such as account transactions and/or incoming mail. Used for control mechanisms and for reconciliation purposes.

Remit: to send (money) as a payment.

Tracing: to track-down by collecting and studying evidence.

3.0 Reference Documents

The Acts, Laws and Regulations of Canada (Federal, Provincial and Municipal) are considered applicable to the Work stated herein and include, but are not limited to, the following:

Acts:

- Financial Administration Act (R.S.C., 1985, c. F-11)
- Privacy Act (R.S.C., 1985, c. P-21)
- Access to Information Act (R.S.C., 1985, c. A-1)
- Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5)
- BC's Personal Information Protection Act
- AB's Personal Information Protection Act
- QC's An Act Respecting the Protection of Personal Information in the Private Sector
- Manitoba's Personal Information Protection Act <http://web2.gov.mb.ca/bills/383/b200e.php>
- Official Languages Act (R.S.C., 1985, c. 31 (4th Supp.))

Policies:

- Directive on Receivables Management:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17063>
- Directive on Payment Requisitioning and Cheque Control :
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15784>
- Directive on Receipt, Deposit and Recording of Money:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15785§ion=text>
- Policy on Official Languages: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26160>

Regulations:

- Receipt and Deposit of Public Money Regulations, 1997:
<http://laws.justice.gc.ca/en/F-11/SOR-98-128/index.html>

Where multiple, similar laws impact the services provided, for example both a provincial and federal law are in effect, the more rigorous law must take precedence.

Where processing may occur outside of Canada, processors must operate in accordance with all applicable local laws, regulations, and other requirements of the jurisdiction in which they operate.

4.0 Requirements

4.1 Scope of Services

The Contractor must provide collection services nationally and internationally. The Contractor must collect amounts owed to Canada, including principal, interest and legal costs where applicable, using appropriate collection methods, and supplemented by specific guidelines provided by individual departments for this purpose. The Contractor must also maintain accurate and complete records of all activities on accounts transmitted. The collection of these debts could involve the tracing of Canada's clients by the Contractor, and, for this purpose, all available pertinent information discovered by the Contractor's tracers such as address, employment, financial institution, type of collateral, guarantees, references, and other relevant material must be maintained by the Contractor in individual client files.

4.2 Tasks

4.2.1 Collection of Funds:

The Contractor must initiate collection activity on all accounts immediately upon receipt, subject to municipal, provincial, federal and international legislations governing collection agencies, and Project Authority Directives and guidelines.

Note that collection activity refers to the commencement of tracing actions and/or submission of the initial demand letter

Upon obtaining an account from the Project Authority, the Contractor must contact the debtor to establish a repayment schedule, as per respective departmental guidelines unless special arrangements are made or a payment schedule has been established with the Project Authority.

Cheques received by the Contractor from the debtor are to be made payable to the Contractor and deposited into dedicated interest bearing trust accounts. The rate of interest to be paid is the bank's interest rate for trust accounts. The Project Authority may advise the Contractor to instruct Canada's clients to send monies directly to the Project Authority. When remitting collected monies to Canada, the Contractor must make the cheque payable to the Receiver General for Canada.

All funds received by the Contractor or its agents must be remitted by the Contractor to the originating Identified User the following week on a day to be specified by the Project Authority. All remittances must be on a gross basis and no commissions must be withheld by the Contractor. A remittance list, to support the weekly or daily deposit of moneys to the Receiver General for Canada, must be forwarded to the originating department, in the form and frequency specified by the originating department. This list must include, but not be limited to, the following:

- the account number,
- the respective name,
- the amount remitted
- the date of the remittance.

The total on the report must equal the amount remitted in the period. All remittances must be made payable to the Receiver General for Canada.

In accordance with section 76 of the *Financial Administration Act, R.S., 1991, c. F-11*, any amount of money received by the Contractor and not paid to Canada in accordance with this section, is subject to interest at the rate prescribed by the Minister of Finance pursuant to that section, and the principal and interest may be recovered as a debt due to Canada.

The Contractor must clearly and fully document (in accordance with federal, provincial, municipal and international acts, policies and regulations relevant to collections) reasons why accounts were found to be uncollectible and notify the Project Authority. In the collection of receivables, the Contractor must take all actions consistent with normal Canadian and/or foreign business practices, subject to the requirements of the Standing Offer or as specified by individual departments in the PWGSC-TPSGC 942 call-up document.

The Contractor must pursue all collection activities up to the litigation stage and following the litigation stage as required by each individual department and must ensure documentation on their collection efforts is in the style, format, and detail as specified by the Project Authority.

The Contractor must not encourage, suggest, nor accept compromise settlements. Should the Contractor receive a compromise offer from Canada's client or a third party, the Contractor is to forward the offer to the respective Project Authority for review.

The Contractor must advise Canada's client and the Contractor's Head Office of any discrepancies between its records and the Annual Statement of Account identified under section 4.2 Tasks. The Contractor must follow-up and reconcile all reported discrepancies. Where agreement between the Contractor and Canada's client cannot be attained with respect to the information contained in the annual statement, the matter must be referred to the originating Project Authority for action along with a complete report of the circumstances surrounding the variance. The Contractor must report to the Project Authority, in summary form, the activities resulting from the issuance of the annual statement in a format as requested by the Project Authority.

During the time accounts remain with the Contractor for collection, the Contractor must, upon request of the Project Authority, supply complete information on the status of the accounts within 24 hours or as required by the Project Authority.

The Contractor must provide toll-free numbers for all of its collection offices, on a national basis. These numbers must appear on all correspondence between Canada's clients and the Contractor.

4.2.2 Internal Control Measures

Bank Accounts

Subject to provincial regulations, the Contractor may be required to establish interest-bearing trust accounts with financial institutions which permit the maintenance of a trust account at the Head Office operations. The Contractor must ensure that interest revenues from the trust accounts are submitted to the Project Authority at the same time as all other monies are remitted (as per section 5 Tasks, herein).

Official Receipts

An accurate inventory must be maintained by the cashier at each branch office with the appropriate number of books in each branch. Head Office must ensure that all branches follow the same procedure of voiding official receipts.

Adjustment of Account

All adjustments (from an amended transmittal from the Project Authority pertaining to principal or interest owing) must be made by authorized personnel, at Head Office.

Mail opening

The Contractor must institute a mail register in each of its offices to keep track of all incoming payments and to act as a control mechanism for the transfer of payments to the Contractor's cashier's office. It is also used for the reconciliation of payments to Canada's client accounts in accordance with Department of Justice Canada's Receipt and Deposit of Public Money Regulations, 1997. The Contractor must also register all correspondence received from Canada's client or a third party and document on Canada's client's file.

Daily Deposits

The Contractor must ensure that bank deposits are made no later than the first banking day after receipt. A register must be implemented and maintained to record receipts, withdrawals and balances of post-dated cheques.

Closing of Accounts

Only the Contractor's Head Office is to close accounts. All collection activities must stop immediately upon receipt of a closure notice. An audit trail of account closures in the computer system must be maintained. The system must record the date and the reason for closure. The Head Office can be considered as the office of the Coordinator. When accounts are closed at the request of the Project Authority, all accounts and related documents must be returned to the Project Authority upon request. Closure fees must not be payable to the Contractor for any reason.

4.2.3 Use of Automated System/Program Specifications

The Contractor must have access to an automated information system capable of accounting and collection functions required by each Identified User. The minimum required functions are, but are not limited to, the following:

- a central database containing all information regarding the Identified User's accounts;
- the collector notes must be entered and maintained to clearly indicate all electronic and verbal communication with Canada's client, and anyone else in respect to Canada's client. The Contractor must maintain access to and be able to record all activities in the collector notes even after an account has been closed;
- the recovery notes must be permanent once entered in the system and must not be altered in any way nor removed from the system, however, they can be archived once an account is closed;
- electronic interfaces to and from the Project Authority must be connected in order to exchange account information;
- upon request, the Contractor must provide information to update Project Authority files such as, but not limited to:
 - address,

- telephone number, and
 - name changes;
- the Contractor must adapt their procedures and systems to special requirements of Project Authorities with respect to particular types of accounts;
 - information in Contractor's files must be updated daily with respect to tracing and collection actions;
 - must maintain accurate centralized accounting for all funds;
 - payments must be applied to the respective account and broken down by principal and interest;
 - the system must produce an accurate consolidated accounting to Canada's clients for funds collected by all of the Contractor's branches;
 - centralized daily audit checks must be performed by the Contractor's Head Office on accounting at its branch offices for monies collected by them;
 - all accounting and collection records must be maintained on the Contractor's computer located at its Head Office;
 - inventory tracking must take place in order to account for the Contractor's portfolio and to perform data matching exercises with the Project Authority for reconciliation purposes,
 - must have the capacity to calculate outstanding balances at any point in time, and broken down by principal and interest;
 - all of the Contractor's branches must be on line;
 - user access must be limited to authorized personnel only;
 - remittances must be made in the form and frequency specified by the Project Authority;
 - information must be available for review through data matching;
 - post-dated cheque controls and extensive audit trail reports must be provided; and
 - the Contractor's system must provide retroactive data.

The system must be fully operational in accordance with the Project Authority's program specifications within 3 weeks of the Project Authority providing the specifications or a mutually agreed upon schedule. No accounts will be transmitted to the Contractor until their system is fully operational in accordance with the Project Authority's program specifications.

The Contractor must notify the Project Authority when its system is fully operational.

The Contractor must provide the following upon request by the Project Authority:

- electronic data interface (EDI) in order to transfer information and funds between the Project Authority and Contractor; and
- computer link interface in order to give the Project Authority access to the Contractor's automated accounting and collection information system; the Project Authority requires only read-only access.

4.3 Deliverables - Reporting Requirements

4.3.1 Project Authority Reports:

The Contractor must provide the following deliverables, in a format and at a time specified by the Project Authority. Each Project Authority will determine their individual requirements. Every submitted report must be signed off by the Contractor's Senior Financial Officer. The reports must include, but are not limited to:

- A Year End Status Report demonstrating the activities resulting from the issuance of the annual statement.
- On a quarterly basis, provide a Detailed Activity/Inactivity Report, along with a Summary;
- A monthly Outstanding Balance Report, which includes the following:
 - number of accounts and dollar amount by principal and interest placed to date;

- dollar amount of adjustments made for the month, year and to date by principal and interest;
- interest accrued for the month, year and to date;
- total recoveries for the month, year and to date by principal and interest;
- number of accounts and dollar amount of closed/returned accounts for the month, year and to date by principal and interest;
- number of accounts and dollar amount of paid in full accounts for the month, year and to date by principal and interest; and
- total number of outstanding accounts for the month, year and to date by principal and interest.

Columns are to be totaled at the end of each fiscal year or as requested by the Project Authority. Each Project Authority may specify the format for their specific use.

- a complete listing of accounts held by location which includes, but is not limited to:
 - the number of accounts; and
 - the outstanding balance.
- information to update the departmental records of Canada's clients by submitting information such as, but not limited to:
 - new addresses,
 - phone numbers, and
 - name changes.
- respond to ad-hoc requests for specific reports from the Project Authority.
- The Contractor is encouraged to provide all correspondence including, but not limited to, reports and documents in electronic format unless otherwise specified by the Project Authority, thereby reducing printed material.

4.3.2 Reports for Canada's Clients:

The Contractor must provide Canada's Clients the following deliverables, as specified below, or at a time requested by the Project Authority.

- On a monthly basis, provide to Canada's client a monthly statement of account which contains, but is not limited to, the following:
 - the opening balance for the first day of the month
 - all payments applied to the account during the month (broken down by principal and interest)
 - interest charged to the account during the month,
 - adjustments made to the account and a closing balance as of the last day of the month.

The statement must be mailed to Canada's client by the fifteenth day of the subsequent month.

- On an annual basis, provide an Annual Statement of Account including, but not limited to, the following:
 - the opening balance for the beginning of the year;
 - all payments applied to the account during the year, including payments from third parties (broken down by principal and interest);
 - interest charged to the account throughout the year (monthly charges);
 - adjustments made to the account during the year; and
 - a closing balance as of the end of the year.

5.0 Official Languages

The Contractor must provide an active service in both official languages in accordance with Canada's Official Languages Act. Communication must be initiated in both official languages until Canada's client indicates his/her language of preference. All communications with members of the public will be in the official language of their choice. Bilingual service must be provided on-site, at a minimum, by the receptionist and/or the automated telephone answering system, the collector and the tracer. The Project Authority reserves the right to conduct periodic bilingual service reviews to ensure the Contractor is complying with this requirement. <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26160> and <http://www.laws.justice.gc.ca/eng/acts/O-3.01/page-1.html>.

6.0 Constraints

All standardized preprinted material to be used by the Contractor in effecting collections must be reviewed and approved by the Project Authority. This includes, but is not limited to the following:

- all standard letters;
- non standard letters;
- forms;
- form letters;
- notices;
- pamphlets;
- brochures;
- advertisements;
- contracts; and
- agreements or similar material.

In the event that any printed material is found to be inappropriate or unacceptable, the Contractor will receive written notification from the PA or the SOA to alter, amend, restrict or cease its use.

7.0 Meetings

At the Project Authority's request, meetings will be conducted with the Project Authority at a location mutually agreed to by all parties. The Contractor is responsible for their own cost of travel to and from any such meetings.

8.0 Client Support

8.1 Direct Payments to Identified Users

Project Authority and/or its delegated representatives will notify the Contractor in writing of all payments made directly to each Project Authority's respective accounts remaining under active collection by the Contractor.

ANNEX "B"

BASIS OF PAYMENT

Offerors must submit their financial offer in Canadian funds and in accordance with the pricing schedule detailed in Annex "B" Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors must submit their rates FOB destination, Canadian customs duties and excise taxes included, as applicable, and GST/HST extra.

When preparing their financial offer, offerors should review the Basis of Payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.

Offerors should include the following information in their financial offer:

- Their legal name;
- Their Procurement Business Number (PBN); and
- The name of the contact person (including this person's mailing address, phone and email address) authorized by the Offeror to enter into communication with Canada with regards to:
 - their offer; and
 - Any contract that may result from their offer.

PRICING SCHEDULE

The Offeror should complete this pricing schedule and include it in its financial offer. The Offeror must respond to this pricing schedule by inserting in its financial offer, for each of the periods specified below, its quoted firm all inclusive commission rate (in Cdn \$) for each of the items identified.

The rates specified below, when quoted by the Offeror include the total estimated cost of all travel and living expenses that may need to be incurred for:

- work described in Part 7, Standing Offer and Resulting Contract Clauses, of the offer solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- travel between the successful Offeror's place of business and the NCR; and
- the relocation of resources to satisfy the terms of any resulting contract.

These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the offer solicitation.

| Item | Type of Commission | ** MAXIMUM** Firm all inclusive commission rate (This column is to inform the Offeror of the maximum commission rate that Offerors may offer in order to be considered financially responsive and will not form part of any resultant Standing Offer) | ** Offerors Proposed ** Firm all inclusive commission rate |
|------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| '001 | Retail Accounts (Individuals): | Maximum: 21% | |

| | | | |
|------|---------------------------------------------|---------------|--|
| '002 | Commercial Accounts (Businesses) | Maximum : 15% | |
|------|---------------------------------------------|---------------|--|

** In order for an offer to be found financially responsive, the Offeror must propose a firm all-inclusive commission rate for items 001 and 002 specified above, each of which must not exceed the corresponding maximum all-inclusive commission rate specified in the **** Maximum **** column above. An offer will not be considered if the commission rate quoted exceeds the maximum range.

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

E6023-110002

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 Acquisition Branch - PSPD | |
| 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 Collection Agency Services | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui | | |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui | | |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (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) | | |
| 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"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> | NATO NON CLASSIFIED <input type="checkbox"/> | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input 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 <input type="checkbox"/> | NATO CONFIDENTIAL <input type="checkbox"/> | 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 COSMIC TOP SECRET <input type="checkbox"/> | TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) <input type="checkbox"/> |
| TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



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



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 PROTÉGÉE | | | CLASSIFIED CLASSIFIÉE | | | NATO | | | | | COSIED | | | | |
|--------------------------------------------------------------|-----------------------|---|---|------------------------------|--------|---------------------------|-------------------------------------------------------|----------------------------------------------|----------------|-----------------------------------------------|-----------------------|--------|---|--------------|--------|---------------------------|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED NATO DIFFUSION RESTRICTÉE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSIED TOP SECRET COSIÉG TRÈS SECRET | PROTECTED PROTÉGÉE | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets Renseignements / Biens Production | | ✓ | | | | | | | | | | | | | | |
| IT Media / Support IT | | ✓ | | | | | | | | | | | | | | |
| IT LEX / Non Maintenance | | ✓ | | | | | | | | | | | | | | |

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?

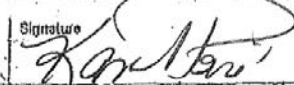
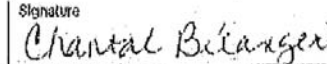

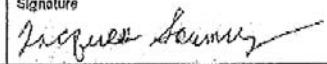
☒ No / Non ☐ Yes / Oui

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).

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------|
| PART 1 - AUTHORIZATION / PARTIE D'AUTORISATION | | | |
| 13. Organization Project Authority / Chargé de projet de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) Karoline Poiré | | Title - Titre Manager, RTM | |
| Signature  | | Date 2013-05-22 | |
| Telephone No. - N° de téléphone 819-956-4472 | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel Karoline.Poiré@PSA-CC.ca | Date |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) Chantal Bélanger | | Title - Titre SO | |
| Signature  | | Date 2013-10-02 | |
| Telephone No. - N° de téléphone 819-968-0643 | Facsimile No. - N° de télécopieur 819-954-1448 | E-mail address - Adresse courriel Chantal.belanger@army.ca | Date |
| 16. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? | | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| 18. Procurement Officer / Agent d'approvisionnement | | | |
| Name (print) - Nom (en lettres moulées) INGRID HARRINGTON | | Title - Titre Supply Specialist | |
| Signature  | | Date 2013-05-21 | |
| Telephone No. - N° de téléphone 819 956 3201 | 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  | | Date 4-OCTOBER-2012 | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |

Jacques Saumur
 Contract Security Officer, Contract Security Division
 Jacques.Saumur@tpsgc-pwgsc.gc.ca
 Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171

ANNEX D

INSURANCE REQUIREMENTS

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Litigation Rights: Pursuant to subsection 5(d) of the [*Department of Justice Act*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Annex “E”

QUARTERLY STANDING OFFER BUSINESS VOLUME REPORT

The offeror must provide the Standing Offer Authority with cumulative reports on usage of the Standing Offer on a quarterly basis in accordance with article 3.2 Standing Offers Reporting of Part 7A, Standing Offer.

(EXAMPLE)



General Instructions of Quarterly Usage Report (v4.01)

Introduction

The Government of Canada (GC) requires that Suppliers provide Usage Reports to the Supply Arrangement (SA) and Standing Offer (SO) Authority on a quarterly basis.

Suppliers will be sent, via email, the most recent Quarterly Usage Report template thirty (30) calendar days prior to the end of each reporting period.

Response Due Date

Completion of the report is **MANDATORY** and you are required to return it by the due date indicated below.

| Quarter | Period to be Covered | Due on or before |
|---------|--------------------------|------------------|
| 1st | April 1 to June 30 | July 15 |
| 2nd | July 1 to September 30 | October 15 |
| 3rd | October 1 to December 31 | January 15 |
| 4th | January 1 to March 31 | April 15 |

Please ensure that you enable the macros in order to use the complete functionality of this report template.

Information to be Reported

For each Standing Offer that the Supplier has been issued, the Supplier must report:

- All call-ups issued during the period in question;
- All amendments to call-ups issued during the period, including zero value amendments, regardless of when the original call-up was issued;

Completing the report

- Suppliers must submit a complete utilization report using the most recent utilization report template. Utilization reports submitted that are based on previous versions of the utilization report template will be returned to the Supplier for re-submission using the most recent utilization report template.

- b) When saving the utilization report, Suppliers must save the utilization report as either an "Excel Macro-Enabled Workbook" or "Excel 97-2003 Workbook". Submission of utilization reports in other formats will be returned to the Supplier for correction.
- c) The utilization report templates were developed using MS Excel 2007 version. Suppliers using Excel 2003 version or older must download compatibility software from Microsoft to open the utilization report template. The free software is available at <http://www.microsoft.com/en-us/download/details.aspx?id=3>
- d) Suppliers must complete all applicable portions of the report. Failure to complete the sheets titled "II. Organization Profile" and "III. SO-Information Sheet" will result in the utilization report being returned to the Supplier for correction.
- e) This report has 3 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.
- f) Please do not substitute brochures, catalogues or annual reports in lieu of answers to our questions.
- g) When completing sheet titled "SO-Information Sheet, Suppliers must enter only utilization information that pertains to the period being reported. Utilization reports that contain information from periods other than the one required will be returned to the Supplier for correction.
- h) When entering call-up or call-up amendment values, Suppliers must enter values in Canadian dollars including all applicable taxes. Utilization reports that contain values that are not in Canadian dollars or do not include all applicable taxes will be returned to the Supplier for correction.
- i) If the Supplier is not awarded any call-ups during the period in question, the Supplier must still complete the Report form provided. In the Utilization Report template, in cell H3 of the sheet titled "SO-Information Sheet", the Supplier must add "NIL".

Currency

All monetary values must be stated in Canadian dollars (CDN) and must include all applicable taxes.

Changing the Format

Suppliers must not modify the format of this report. Should you have any suggestions about the format, please forward them by e-mail to:

Melissa Thompson
Supply Team Leader
Melissa.thompson@tpsgc-pwgsc.gc.ca

Returning the Completed Report

Please e-mail the completed report to:

Melissa Thompson
Supply Team Leader
Melissa.thompson@tpsgc-pwgsc.gc.ca

Confidentiality

GC will keep your response confidential.

Questions

Should you need further clarification, please forward your questions by e-mail to the following address (remember to include your name and phone number):

Melissa Thompson
Supply Team Leader
Melissa.thompson@tpsgc-pwgsc.gc.ca

Instructions on Completing the Report Form

1) Completion of Organization Profile Sheet

- a) Suppliers must, for each Standing Offer issued to them, select their legal name from the drop down list. The template will automatically populate the Standing Offer number that the Supplier has.
- b) Suppliers must provide contact information for the Supplier's primary representative and alternate (if applicable) who was responsible for completing the utilization report template.
- c) Suppliers who do not have an SO (as the case may be) must select "N/A" from the drop down list next to the cell titled "Supplier Legal Name".

2) Completion of SO-Information Sheet

Cell D3 - "Reporting Period"

Supplier must select from the drop down list the utilization reporting period.

Column B – "Call-up or Amendment"

Supplier must select from the drop down list. System will allow copying and pasting into another cell in this column the reference to "Call-up" or "Amendment".

Column C – "Call-up No"

Call-ups - Supplier must enter the complete call-up number.

Amendment to a Call-up - Supplier must enter the complete call-up number that has been amended.

System will allow copying the complete call-up number and pasting into another cell in this column.

Column D – "Amendment No"

Supplier must enter the number of the amendment (i.e. "1", "2", "3", etc.).

Column E – "Call-up/Amendment Issuance Date"

Suppliers using Excel version 2003 or older - Date the call-up or amendment to call-up was issued must be entered in the form of MM-DD-YYYY.

Suppliers using Excel version 2007 or newer - Date the call-up or amendment to call-up was issued must be entered in the form of DD-MM-YYYY.

Column F - "Call-up/Amendment Start Date"

Suppliers using Excel version 2003 or older - Date the work covered under the call-up is scheduled to start. For amendments to a call-up, the date is the revised starting date for the work. All dates must be entered in the form of MM-DD-YYYY.

Suppliers using Excel version 2007 or newer - Date the work covered under the call-up is scheduled to start. For amendments to a call-up, the date is the revised starting date for the work. All dates must be entered in the form of DD-MM-YYYY.

Column G - "Call-up/Amendment End Date"

Suppliers using Excel version 2003 or older - Date the work covered under the call-up is scheduled to end. For amendments to a call-up, the date is the revised end date for the work. All dates must be entered in the form of MM-DD-YYYY.

Suppliers using Excel version 2007 or newer - Date the work covered under the call-up is scheduled to end. For amendments to a call-up, the date is the revised end date for the work. All dates must be entered in the form of DD-MM-YYYY.

Column H – "Client Department"

Supplier must select the appropriate Department/Agency name from the drop down list. Client department is defined as the department that is being invoiced for the services covered in the call-up issued. System will allow copying the Client Department name and pasting into another cell in this column.

Column I – "Contact Name"

Supplier must indicate the full name of the contact (i.e. the person who sent the request to the Supplier) from the Client Department. System will allow copying the contact name and pasting into another cell in this column.

Column J – “Contact Email Address”

Supplier must indicate the complete email address of the contact (i.e. the person who sent the request to the Supplier) from the Client Department. System will allow copying the email address and pasting into another cell in this column.

Column K – “Delivery Location”

Supplier must select from the drop down list the appropriate region or Metropolitan Area where the work is being performed. If work is being performed in multiple locations, please select the choice titled "Multiple Locations". System will allow copying the delivery location and pasting into another cell in this column.

Column L – “Total Call-up or Amendment Value”

If reporting the value of a call-up, Suppliers are to report the total value of the call-up, in Canadian dollars including all applicable taxes. If reporting the value of an amendment to a call-up, Suppliers are to report only the total value of the amendment, not the revised call-up value. All values are to be reported in Canadian dollars.

Column M (SO-Information Sheet) – “Classification or Category”

This field is pre-populated with the Standing Offer commodity.

Column N (SO-Information Sheet) – “Comments”

Suppliers may add additional text in this column as required.

Organization Profile

(1) Please select your legal name from the drop-down list in the spaces below.

Supplier References:

| |
|--------------------|
| Legal Name: |
| PBN: |
| SO Number: |
| SA Number: |

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

| |
|----------------------|
| Contact name: |
| Title: |
| Email: |
| Phone No.: |

(3) If applicable, provide details for the alternate contact regarding this report:

| |
|----------------------|
| Contact name: |
| Title: |
| Email: |
| Phone No.: |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|