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Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT

MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT / CE DOCUMENT COMPORTE
UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Special Projects/Projets Spéciaux

11 Laurier St./11, rue Laurier

Place du Portage/, Phase III

Floor 10C1/Étage 10C1

Gatineau

Québec

K1A 0S5

Title - Sujet RELOCATION ASSISTANCE - CAF	
Solicitation No. - N° de l'invitation W6369-150002/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client W6369-150002	Date 2016-03-23
GETS Reference No. - N° de référence de SEAG PW-\$\$ZL-106-29862	
File No. - N° de dossier 106zl.W6369-150002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-15	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sanford, Gordon	Buyer Id - Id de l'acheteur 106zl
Telephone No. - N° de téléphone (819) 956-4291 ()	FAX No. - N° de FAX () -
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

Solicitation W6369-150002/A

Amendment 003

This solicitation amendment is raised to:

1. Respond to questions relating to this bid solicitation as detailed in Section A; and
2. Modify the bid solicitation as detailed in Sections B.

SECTION A: QUESTIONS AND ANSWERS

No.	Question	No.	Answer
Q73	<p>Page 93, Annex A, 5.1.18.f, Adjudication / Grievance Processes.</p> <p>Question: The Contractor must process any amount being claimed as a result of other CAF administrative policies such as Adjudication / Grievance processes related to the relocation.</p> <p>A - What is the anticipated annual volume of adjudications and grievances?</p> <p>B - What work is associated with processing directions from the TA related to adjudications and grievances?</p>	A73	<p>Yes the Contractor must process any amount being claimed as a result of corrections or adjustments to a file previously administered by the Contractor as determined by other CAF administrative policies such as Adjudications and Grievances.</p> <p>A: Historically, approximately 650 files per year have required adjustments due to Exception Reporting (Adjudication/Grievance). Note that the provision of historical volumes does not represent a commitment by Canada or that Canada's future usage will be consistent with these volumes.</p> <p>B: If the Contractor is directed by the TA to process an adjudication or grievance decision, the Contractor must administer the adjustments. The adjustments / work to be performed on a file will depend upon the relocation benefits granted.</p>
Q74	<p>Page 32, Part 4, Attachment 1, paragraph 1.2, No. R5, Relocation Card</p> <p>Question: There are points available if the Relocation Card System is in use with "other clients" (versus being in development or in planning) and additional points available depending on how many "clients" the Relocation Card is used with. The meaning of "client" is not clear in this context, since Bidders might subcontract the provision of a Relocation Card System to an expert provider.</p>	A74	<p>Rating Guide will be amended with the following changes:</p> <p>In the section for <u>Card System</u>: 20 points – currently used for all or partial relocation entitlements with other clients external to the Bidders organization (cannot be a parent or an affiliate);</p> <p>In the section for <u>Card Experience</u>:</p>

	<p>Please confirm that “clients” in this context refers to users of the proposed Relocation Card system, with such users being external to the provider of said Relocation Card system.</p>		<p>10 points – used with 5 or more clients external to the Bidders organization (cannot be a parent or an affiliate);</p> <p>5 points – used with 3 or 4 clients external to the Bidders organization (cannot be a parent or an affiliate); or</p> <p>1 point – used with 0-2 clients external to the Bidders organization (cannot be a parent or an affiliate).</p> <p>See Section B below for modifications to the bid solicitation.</p>
Q75	<p>Page 65, Annex A SOR, 1.8, Policy/Process Updates/Revisions.</p> <p>Issue: The CAF is now reviewing the CF IRP 2009-2014 and it is anticipated that the new relocation policy will be published shortly after the Service Effective Date for the new CAF RP Contract. However, Bidders must submit a Financial Bid based on the current relocation policy.</p> <p>Questions:</p> <p>A - How will Canada compensate the Contractor for additional work incurred due to a revised relocation policy?</p> <p>B - If the revised relocation policy reduces work for the Contractor, how will Canada deal with this situation?</p>	A75	<p>A&B: There will be no additional financial compensation provided to the Contractor for administering changes to CF IRP Policy. Changes to CF IRP Policy are ongoing and are considered part of the Firm All-Inclusive Administration Fee.</p> <p>Section 1.8 of the SOR states that the Contractor must implement all updates by a given date specified by the CAF. In the event of a major policy revision, which incorporates several changes, a 3-month transition period will be provided.</p> <p>Section 1.2 states that the provision of the historical volumes does not represent a commitment by Canada or that Canada’s future usage will be consistent with these volumes.</p>
Q76	<p>Page 72, Annex A SOR 4.1.10, Arrange and Manage Subcontracts with TPSPs.</p> <p>Issue: SOR 4.1.10 states, in part, that “The Contractor must establish and manage various subcontracts with TPSPs for the following services: real estate agents; lawyers; notaries; home inspectors; appraisers; and rental search agencies. This includes arranging for all required TPSPs unless otherwise requested by the CAF member” (bolding added for clarity). However, “arranging” is not defined.</p> <p>Question: Beyond the work specified in the first sentence of SOR 4.1.10, what does "arranging for all required TPSPs" entail, given that the CAF Member will contact, communicate with, and pay invoices to the TPSP directly?</p>	A76	<p>The title of this section will be amended as follows:</p> <p>4.1.10 Establish and Manage Subcontracts with TPSPs</p> <p>Paragraph 1, 2nd sentence “This includes arranging for all required TPSPs unless otherwise requested by the CAF member” will be deleted.</p> <p>See Section B below for modifications to the bid solicitation.</p>

Q77	<p>Annex A SOR 5.1.7.b, SOR 5.2.10, Expense report submissions, expense summary and final relocation expense claim.</p> <p>Issue: This SOR article requires the Contractor to provide information to the CAF Member on the "preparation of expense report submissions, the expense summary, and the final relocation expense claim." However, there is no explanation of these documents, and what work is required by the Contractor or CAF Member to prepare them.</p> <p>Questions:</p> <p>A - Please identify the RFP requirement for CAF Members to submit expense reports.</p> <p>B - Please explain what an expense summary is, and identify the RFP requirement for the Contractor to prepare one.</p> <p>C - Please explain what a final relocation expense claim is, and identify the RFP requirement for the Contractor to prepare them.</p> <p>D - SOR 5.2.10 refers to a "Detailed CAF Member Expense Report" that is prepared by the Contractor. How does this report relate to the items above?</p>	A77	<p>A, B & C: The Contractor will need to design a form(s) in order to verify and reconcile the CAF member's receipts in accordance with the applicable CF IRP Policy. For example, a HHT expense claim would state the dates the HHT was taken, departure and arrival times, number of travellers, etc.</p> <p>5.1.15, Expenditure Tracking and Reporting, will be amended to include a contractor designed form in the member's electronic folder for the CAF member to complete and submit along with the supporting receipts. This claim form will have to be signed by the member "certifying that the expenses being claimed herein have not been claimed previously and that details are as stated".</p> <p>D: The Detailed CAF Member Expense Report is an on-demand report that will provide a listing of all expenditures related to one CAF Member's relocation. This report is all encompassing and not related to only one specific claim. This report is cumulative as the relocation progresses.</p> <p>See Section B below for modifications to the bid solicitation.</p>
Q78	<p>Page 90, Annex A SOR 5.1.15.e, Expenditure Tracking and Reporting.</p> <p>Question: The SOR states that Contractor must, "On receipt of a request from a CAF member for an allowable advance in accordance with policies, provide validation of the amount to be uploaded to CAF member's RC as appropriate to the policy" (bolding added for clarity), but does not explain what "provide validation" entails. Please clarify the requirement to "provide validation."</p>	A78	<p>The validation would be based on the initial estimation of eligible expenses as described in SOR 5.1.15.d.</p>
Q79	<p>Page 85, Annex A SOR, 5.1.2 a. -Declining Balance Relocation Card (RC).</p> <p>Question: From all the details noted it appears that the contractor will be owner of any accounts required to be setup for this program, please confirm that understanding is correct?</p>	A79	<p>Yes, the Contractor will be owner of any accounts, which will be funded by the CAF in response to the Daily Relocation Card Load Report (DRCLR).</p>
Q80	<p>Page 85, Annex A SOR, 5.1.2 c, Declining Balance Relocation Card (RC).</p>	A80	

	<p>Questions:</p> <ul style="list-style-type: none"> • Please outline the process/work effort that goes into the budget calculation performed by the contractor? • Can you please provide a sample of the initial budget estimation provided to the CAF member? 		<p>Subsection 5.1.15 d. of the SOR details the requirement for the Contractor to calculate and provide each member an initial estimation of the total potential relocation expense costs based on the calculation of the applicable entitlements in accordance with each CAF member's applicable policy and specific circumstances/needs.</p> <p>Initial Estimation of a HHT for Captain Smith for the 1st phase of a relocation would be similar to below:</p> <p>Member is posted from Edmonton, Alberta to Gagetown, New Brunswick. Member and spouse would like to conduct an HHT from 19 to 25 April 2016.</p> <p><u>Meals</u>: 7 days @ daily meal rate x 2 travellers = \$1055.60 <u>Incidentals</u>: 7 days @ 17.30 = \$121.10 <u>Accommodation</u>: PWGSC Max Hotel Rate for Gagetown (\$101.00) x 6 nights + applicable taxes = \$684.78 <u>Child Care</u>: 7 days commercial @\$75.00 = 525.00 <u>Parking</u>: 7 days @ \$ Airport parking fee = \$85.50 <u>Mileage to commercial carrier</u>: 84km@.425=\$35.70 <u>Rental Car</u>: 7days @ PWGSC Max Car Rental Rate for City, Province = \$308.59 <u>Gas</u>: \$100.00 <u>Total Estimate</u>: \$2916.27</p>
Q81	<p>Page 85, Annex A SOR, 5.1.2 e, Declining Balance Relocation Card (RC).</p> <p>Question: If the member does not spend as much as loaded on the Relo Card based on the budget estimate, please confirm that the contractor would then need to reconcile unused balance for cost containment.</p>	A81	<p>If a member does not spend the total amount of the relocation card load, the eligible amount would be reconciled against the card load with the balance going towards a future entitlement or in the case of a final claim; the remaining would be recovered from the member.</p> <p>In the event of an overpayment (funds remaining on the card) the member is to:</p> <ul style="list-style-type: none"> • set up the Relocation Card as a payee on his/her personal banking account to which funds can be transferred from their personal account back to the Relocation Card; or • be directed to the Relocation Card financial institution to have personal funds added to the card to cover the amount of the repayment.
Q82	Annex A, Relocation Card.	A82	

	<p>Question: Will the contractor purely be an administrator of the Relo Card program, appears CAF wants access to all details on the account for their own reconciliation purposes?</p>		<p>Canada envisions the Relocation Card to be a conduit to facilitate the transfer of funds from Canada to the member as well as from the member back to Canada.</p> <p>The CAF will require access to details in order to provide the daily payment in response to the Contractor's daily Relocation Card Load Report.</p> <p>The Contractor will be completing the Relocation Card reconciliation as per 5.1.15 of the SOR, Expenditure Tracking and Reporting.</p>
Q83	<p>Financial Spreadsheets, Annex A- Financial Proposal, Attachment 1, Relocation Data.</p> <p>Questions:</p> <ul style="list-style-type: none"> • Can you please provide a breakdown of the relocating population based on homeowner or renter? • Can you please provide a breakdown between International, cross border to USA/Canada and intra-Canada moves? 	A83	<p>Canada believes that the data provided is sufficient to prepare the financial bid. We have provided the data pertaining to the historical use of TPSPs (# of rental search days vs # of renters / # of residences sold or purchased using a TPSP) and that is what is relevant (e.g. not all homeowners sell).</p> <p>Please note that there are no entries in the financial bid for TPSP rates/fees outside of Canada.</p>
Q84	<p>Is the CAF allowing its own historical volume to be used towards the incumbent's experience and for the CAF to be used as a reference for the incumbent?</p>	A84	<p>Yes, as per the request for Proposal document, section 3.2 - Section I: Technical Bid, (c) (viii) (C), Crown references will be accepted.</p>
Q85	<p>Pages 129-135.</p> <p>The CAF has asked for a single rate for entire provinces and territories in each time period. It is suggested that if the CAF split this into major centres and non-major centres that contractors will be able to get much more price competitive in major centres due to the number of available TPSP's in these areas, resulting in a lower average price to Canada. Where there is a limited number of TPSP's in an area, competition is lower and the contractors leverage to make prices more competitive is limited – from the contractor's perspective, it's the smaller and more remote areas that present the risk of not getting service on discounted pricing. It is suggested that population bases of 50,000 and larger be considered "Major Centres".</p>	A85	<p>The CAF's requirement is for a single rate per province.</p>
Q86	<p>Page 85, Annex A, 5.1.2, Declining Balance Relocation Card (RC).</p> <p>The government has stated that it is funding the cards, is there a time frame when the</p>	A86	<p>Canada envisions the Relocation Card to be a conduit to facilitate the transfer of funds from</p>

	contractor has put out the funds before the government provides funds or will the government provide funds and the contractor has the time limit to produce card after the funds arrive? If the government is pre-funding the relocation card (i.e. by way of a trust account), what interest is the "2 Days" in reference to – that charged by the credit card provider, or the cost of funding the program? Can the CAF be as descriptive as possible about exactly how this process is to work?		<p>Canada to the member as well as from the member back to Canada.</p> <p>As the Relocation Cards are pre-loaded, there will not be any interest charged to the individual cards. Interest charges may apply to the bank account if a payment is not made to the Financial Institution on a daily basis ex: a statutory holiday which falls on a Monday.</p> <p>It is the Contractor's obligation to pay the interest for two days or negotiate with the financial institution to absorb up to two days of interest.</p>
Q87	<p>Page 129, Annex B, Table 3A - Real Estate Commission.</p> <p>There are provinces where a 2-tier commission rate is the standard, where the commission is determined by a larger percentage on the first \$100,000 and a smaller percentage on the balance of the sale price. Is the CAF looking for a single-tier rate across all provinces and territories or will a two-tier rate be considered?</p>	A87	<p>The CAF is not looking for a single-tier rate. The requirement is for a single percentage rate per province.</p>
Q88	<p>Would Canada provide average move costs per homeowner and renter and if the Government could provide by Province, it would be helpful.</p>	A88	<p>Canada believes that the data provided in the financial spreadsheets is sufficient to prepare the financial bid. We have provided the data pertaining to the historical use of TPSPs (# of rental search days vs # of renters / # of residences sold or purchased using a TPSP) and that is what is relevant (e.g. not all homeowners sell).</p>
Q89	<p>Technical Authority (TA) needs access to account. To view/do what?</p>	A89	<p>The TA will require access to all accounts to verify management of the program and compliance with Treasury Board regulations.</p>
Q90	<p>If Members selected suppliers don't agree to rates, what happens? How can we set commission rates in provinces like BC and AB where commission rates are split?</p>	A90	<p>At Annex A, article 5.1.16 will be updated to read: "Prior to reconciling TPSP invoices, the Contractor must ensure that the invoice is from an established service provider in the Directory and that the charges are in accordance with the Contract's Ceiling Price. However, if the invoice is from a CAF member-selected service provider that is not in the TPSP Directory, and the fee charged exceeds the Contract's Ceiling Price for that province, the overage paid must be deducted from the CAF member's finalized claim."</p> <p>The CAF's requirement is for a single rate per province.</p>

			See Section B below for modifications to the bid solicitation.
Q91	IMETS, Model office, and other systems etc. that must be ready one month, two months etc. prior to implementation- favours the incumbent. They have nothing to build.	A91	The new service delivery model varies greatly from that of the current contract and will require system development by any company.
Q92	Page 30, 1.2 Point Related Criteria, R3 - Management of Implementation Phase. Our concern is the Government is asking for experience that is similar and relevant to the CAF program. There is nothing that is similar to the CAF program.	A92	Granted that there may be nothing similar to the CAF RP, the requirement is for the Bidder to demonstrate experience managing a relocation program that provides for benefits and exceptions. Canada is looking for the Bidder to demonstrate experience with a relocation program that requires a management structure with expenditure tracking and reporting as well as IT systems.
Q93	Page 44, 7.5(c), Security Requirement. Issue: Section 7.5(c) states in part that once written approval is provided by CISD/PWGSC "...tasks may be performed at the level of PROTECTED B." Question: What information will the bidder be required to process at the level of PROTECTED B?	A93	Article 7.5 will be amended to remove PROTECTED B and replace it with PROTECTED A. See Section B below for modifications to the bid solicitation.
Q94	Page 27, Technical Evaluation, 1.1 M1. Please clarify- it reads....the bidder must have provided Relocation Services for a minimum of 500 relocations for clients external to the bidder's organization (cannot be a parent or affiliate)- we must provide reference for each external client to substantiate the experience claimed. Our organization has over 500 plus relocation clients. Does the Government want a reference for each and every client we have?	A94	The reference verification process is being simplified. Instead of Bidders providing all references (including contact information), the initial requirement will only be to provide a list of client names and associated volumes to substantiate the experience claimed. Canada may select any number of a Bidder's clients for reference checking, for any applicable mandatory and/or rated criteria, at which time Canada will request the contact information. As per article 4.5(b) - Reference Checks, the same reference checking process will apply to all Bidders whose bids, at that point, are responsive. The Section B modification to the bid solicitation will follow shortly.

SECTION B: MODIFICATIONS TO BID SOLICITATION

Modification #26:

At Part 4, Attachment 1, paragraph 1.2, No. R5, Relocation Card, replace the “Card System” and “Card Experience” sections with the following:

Card System:

20 Points – currently used for all or partial relocation entitlements with other clients external to the Bidders organization (cannot be a parent or an affiliate);

10 points – currently under development (pilot); or

0 points – will be developed.

Card Experience:

10 points – used with 5 or more clients external to the Bidders organization (cannot be a parent or an affiliate);

5 points – used with 3 or 4 clients external to the Bidders organization (cannot be a parent or an affiliate); or

1 point – used with 0-2 clients external to the Bidders organization (cannot be a parent or an affiliate).

Modification #27:

At Annex A – Statement of Requirements, 4.1.10, Arrange and Manage Subcontracts with TPSP

- a. Replace the title with the following: Establish and Manage Subcontracts with TPSPs
- b. Delete second sentence of Paragraph 1 in its entirety, i.e. “This includes arranging for all required TPSPs unless otherwise requested by the CAF member.”

Modification 28:

At Annex A – Statement of Requirements, 5.1.15, Expenditure Tracking and Reporting, replace subsection a in its entirety with the following:

- a. Account for all financial transactions based on the CAF member’s assigned Move Number. Include a Contractor designed form in the member’s electronic folder for the CAF member to complete and submit along with the supporting receipts. This claim form will have to be signed by the member “certifying that the expenses being claimed herein have not been claimed previously and that details are as stated”.

Modification #29:

At Annex A, article 5.1.16, replace the second paragraph in its entirety with the following:

Prior to reconciling TPSP invoices, the Contractor must ensure that the invoice is from an established service provider in the Directory and that the charges are in accordance with the Contract’s Ceiling Price. However, if the invoice is from a CAF member-selected service provider that is not in the TPSP Directory,

and the fee charged exceeds the Contract's Ceiling Price for that province, the overage paid must be deducted from the CAF member's finalized claim.

Modification #30:

At Part 7 - Resulting Contract Clauses, delete 7.5 and 7.6 in their entirety and replace with the following:

7.5 Security Requirement

Notwithstanding the clause below, the Contractor must meet all security requirements 2 months prior to the Service Effective Date (SED) as described in Annex A - Statement of Requirements. The Contractor must make every effort to ensure that all security requirements are met during the initial 4 months of the Contract. Any delays caused by the Contractor's failure or inability to obtain the required security clearance, within the stated times, would be grounds for default, as described herein.

7.5.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeree 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 A, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
2. The Contractor/Offeree personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PSPC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.
5. The Contractor/Offeree 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)

7.5.2 SECURITY REQUIREMENT FOR FOREIGN SUPPLIER:

The Contractor and/or any and all subcontractors must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an International bilateral industrial security instrument. The Industrial Security Program (ISP) has international bilateral industrial security instruments with countries listed on the following PWGSC website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/gvrnmnt/risi-iisr-eng.html>. For the exchange of NATO information the Contractor / Offeror / Subcontractor must be a NATO member in good standing.

All CANADA PROTECTED information/assets, furnished to the Foreign recipient Contractor / Offeror / Subcontractor, shall be safeguarded as follows:

1. The Foreign recipient Contractor / Offeror / Subcontractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.

2. The Foreign recipient Contractor / Offeror / Subcontractor defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and condition, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to Canadian PROTECTED information.
3. The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Services and Procurement Canada (PSPC).
4. The Foreign Contractor / Offeror / Subcontractor, shall not begin the work, services or performance until the Canadian DSA is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation shall be provided, in writing, to the Foreign recipient Contractor / Offeror / Subcontractor in an Attestation form, to provide confirmation of compliance and authorization for services to be performed.
5. All CANADA PROTECTED information/assets provided or generated under this Contract / Standing Offer / Subcontract will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the Contract / Standing Offer / Subcontract, in accordance with the National Policies of Canada.
6. The Foreign recipient Contractor / Offeror / Subcontractor shall provide the CANADA PROTECTED information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
7. All CANADA PROTECTED information/assets provided to the Foreign recipient Contractor / Offeror / Subcontractor pursuant to this Contract / Standing Offer / Subcontract by the Government of Canada, shall be marked by the Foreign recipient Contractor / Offeror / Subcontractor with the equivalent security classification utilized by Canada and in accordance with the National Policies of Canada.
8. The Foreign recipient Contractor / Offeror / Subcontractor shall, at all times during the performance of this Contract / Standing Offer / Subcontract, ensure the transfer of CANADA PROTECTED information /assets be facilitated through the Canadian DSA.
9. Upon completion of the Work, the Foreign recipient Contractor / Offeror / Subcontractor shall return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this Contract / Standing Offer / Subcontract, including all CANADA PROTECTED information/assets released to and / or produced by its subcontractors.
10. The Foreign recipient Contractor / Offeror / Subcontractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this Contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
11. The Foreign recipient Contractor/Offeror/Subcontractor shall not permit access to Canadian restricted sites or grant access to Canada Protected information, except to its personnel subject to the following conditions:

- a) Personnel have a need-to-know for the performance of the Contract / Subcontract;
 - b) Personnel have been subject to a criminal record check, with favourable results, from a recognized Governmental agency in (their country) as well as a background verification. The approved verifications for the required criminal record check and background verification are listed at Appendix A;
 - c) The Foreign Contractor / Offeror / Subcontractor will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements;
 - d) The Foreign recipient Contractor / Offeror / Subcontractor shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
 - e) The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign Contractor / Offeror / Subcontractor for cause.
12. CANADA PROTECTED information/assets provided or generated pursuant to this Contract / Standing Offer / Subcontract shall not be further provided to a third party Foreign recipient Subcontractor unless:
- a) written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information by the Canadian DSA; and
 - b) written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
13. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
14. The Foreign recipient Contractor / Offeror / Subcontractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system any CANADA PROTECTED information until the Canadian DSA has granted approval to do so. After approval has been granted in writing to the Foreign recipient Contractor / Offeror / Subcontractor, these tasks may be performed up to the level of CANADA PROTECTED A.
15. See Appendix B for security measures required for the treatment and access to CANADA PROTECTED information.
16. The Foreign recipient Contractor / Offeror / Subcontractor shall not use the CANADA PROTECTED / CLASSIFIED information/assets for any purpose other than for the performance of the Contract / Standing Offer / Subcontract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
17. The Foreign recipient Contractor / Offeror / Subcontractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to the Canadian DSA.

18. The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information / assets pursuant to this Contract / Standing Offer / Subcontract has been compromised.

19. The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the Foreign recipient Contractor / Offeror / Subcontractor, pursuant this Contract / Standing Offer / Subcontract, have been lost or disclosed to unauthorized persons.

20. The Foreign recipient Contractor / Offeror / Subcontractor shall not disclose the CANADA PROTECTED information to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the Canadian DSA. The Canadian DSA is the Director International Industrial Security Directorate (IISD), Public Services and Procurement Canada (PSPC).

21. The Foreign recipient Contractor / Offeror / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex C.

APPENDIX A

The Foreign Recipient Contractor / Offeror / Subcontractor must perform a security screening of all its personnel who will need access to CANADA PROTECTED information and/or to Canadian restricted sites:

a) Identity check

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
- ii. Surname (last name)
- iii. Full given names (first name) – underline or circle usual name used
- iv. Family name at birth
- v. All other names used (aliases)
- vi. Name changes
 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
- vii. Sex
- viii. Date of birth
- ix. Place of birth (city, province/state/region, and country)
- x. Citizenship(s)
- xi. Marital status/common-law partnership
 1. Current Status (married, common-law, separated, widowed, divorced, single)
 2. All current spouses (if applicable)
 - a. Surname (last name)
 - b. Full given names (first name) – underline or circle usual name used
 - c. Date and duration of marriage/common-law partnership
 - d. Date of birth
 - e. Family name at birth
 - f. Place of birth (city, province/state/region, and country)
 - g. Citizenship

b) Residency check

- i. The last five (5) years of residency history starting from most recent with no gaps in time.

1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates
- c) Educational check
 - i. The educational establishments attended and the corresponding dates
- d) Employment history check
 - i. The last five (5) years of employment history starting from most recent with no gaps in time
 - ii. Three (3) employment reference checks from the last five (5) years
- e) Criminal records check:
 - i. report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence

APPENDIX B:

The Foreign recipient Contractor / Offeror / Subcontractor shall also insert this Appendix B into all subcontracts into which it enters that involve access to CANADA PROTECTED information / assets.

Information Technology Systems:

1. In accordance with security measures required for the treatment and access to CANADA PROTECTED information, the following describes the minimum security requirements for processing, producing and storing CANADA PROTECTED information on information systems:

- a. Access - Physical access to all hardware elements of the IT system is to be strictly controlled.
- b. Identification and Authentication (ID&A) - All information systems shall have the following functionality:
 - i. Up-to-date list of authorized users.
 - ii. Positive identification of all users at the start of each processing session.
- c. Passwords - Passwords to access the information system are required. Passwords shall be a minimum of 6 characters long (9 is preferable) and shall include numeric and "special" characters (if permitted by the information system) as well as alphabetic characters.
- d. Internal Access Control -All information systems shall have internal access controls to prevent unauthorized users from accessing or modifying the data.
- e. Data Transmission. CANADA PROTECTED information must be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the internet, only with the use of approved commercial encryption devices validated by the Canadian DSA.
- f. Security Accounting and Audit. Security relevant events fall into two categories, namely "legitimate events" and "violations".
 - i. The following types of events shall always be recorded:
 - a. All log on attempts whether successful or failed;
 - b. All log off (including time out where applicable);
 - c. The creation, deletion or alteration of access rights and privileges; and
 - d. The creation, deletion or alteration of passwords.
 - ii. For each of the events listed above, the following information is to be recorded:

- a. Type of event;
- b. User ID;
- c. Date and Time; and
- d. Device ID.

The accounting records shall be stored in a facility to provide the information system Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need-to-know.

If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use (i.e. locked away or the hard drive removed and locked away.)

g. Integrity and Availability. The following supporting measures shall be implemented:

- i. Provide general protection against normally foreseeable accidents, mishaps and known recurrent problems (e.g. viruses and power supply variations);
- ii. Defined Business Contingency Plan;
- iii. Data backup with local storage; and
- iv. Anti Virus Software (implementation, with updates, of an acceptable industry standard Anti-virus software).

h. Logon Banners. Wherever possible, a "Logon Banner" shall be provided to summarize the requirements for the information system, which may be utilised to institute legal action in case of any breach occurring.

i. A suggested format for the text is below:

- 1. "Unauthorized access to this computer system may constitute a criminal offense".
- ii. Unattended Terminals. Authorized users are to be automatically logged off the system if their terminals have been inactive for a predetermined period of time, or their terminals must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
- iii. Internet Connections. Computer systems shall not be connected directly to the Internet unless protected by a firewall (a software personal firewall is the minimum).
- iv. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files.

7.6 Intentionally Left Blank for Future Use, if Required

ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICITATION REMAIN UNCHANGED