



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> GOVT OF CANADA RELOCATION SUPP SVCS	
<b>Solicitation No. - N° de l'invitation</b> M7594-164574/A	<b>Date</b> 2016-04-21
<b>Client Reference No. - N° de référence du client</b> M7594-164574	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZL-106-30139	
<b>File No. - N° de dossier</b> 106zl.M7594-164574	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-06-02</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sanford, Gordon	<b>Buyer Id - Id de l'acheteur</b> 106zl
<b>Telephone No. - N° de téléphone</b> (873) 469-4961 ( )	<b>FAX No. - N° de FAX</b> (819) 956-2675
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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

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

**BID SOLICITATION**  
**FOR**  
**ADMINISTRATION AND FINANCIAL MANAGEMENT OF THE**  
**GOVERNMENT OF CANADA RELOCATION SUPPORT SERVICES**  
**FOR**  
**THE TREASURY BOARD OF CANADA SECRETARIAT**  
**AND**  
**THIRD-PARTY SERVICE PROVIDER SERVICES**  
**FOR**  
**THE ROYAL CANADIAN MOUNTED POLICE**

Context for Bidders

As detailed herein, this solicitation is issued to address the needs of both the Treasury Board of Canada Secretariat (TBS), representing federal public servants under the National Joint Council (NJC); and the Royal Canadian Mounted Police (RCMP). It is anticipated that 2 stand-alone contracts, one for TBS and another one for the RCMP, will be awarded to the successful bidder as a result of this RFP. However, if for any reason the RCMP decides to not proceed to contract, a contract can still be issued on behalf the TBS.

To account for these two different scenarios and to provide bidders flexibility regarding pricing, 2 financial proposals will be required. Financial Proposal 1 will be for a TBS stand-alone contract and an RCMP stand-alone contract. Financial Proposal 2 will be for a stand-alone TBS contract only should the RCMP choose to not proceed with a contract. Financial Proposal 2 will have no bearing on Financial Proposal 1 and will only be considered by Canada if the RCMP decides that a contract will not be awarded on the basis of Financial Proposal 1.

Throughout this solicitation document, Contract TBS will refer to the contract for the TBS requirement and Contract RCMP will refer to the contract for the RCMP. Contract TBS and Contract RCMP are complete stand-alone contracts. Contract TBS will be the same (except for potentially different pricing) if a contract is awarded as a result of Financial Proposal 1 or Financial Proposal 2.

Parts 1 to 6 of this document will be common for both Contract TBS and Contract RCMP. Any changes to Parts 1 to 6 required as a result of the two financial proposals will be highlighted in the applicable Note to Bidders.

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**List of Annexes to the Resulting Contract TBS:**

Annex A - Contract TBS Statement of Requirements  
Annex B - Contract TBS Basis of Payment  
Annex C - Contract TBS Security Requirements Check List  
Annex D - Contract TBS Insurance Requirements

**List of Annexes to the Resulting Contract RCMP:**

Annex A-1 - Contract RCMP Statement of Requirements  
Annex B-1 - Contract RCMP Basis of Payment  
Annex C-1 - Contract RCMP Security Requirements Check List  
Annex D-1 - Contract RCMP Insurance Requirements

**List of Attachments:**

Part 3 - Attachment 1 to Part 3: Pricing Schedule  
Part 4 - Attachment 1 to Part 4: Evaluation Procedures

**Attached Forms:**

Form 1 - Bid Submission Form

Form 2 - Declaration Form

Form 3 - List of Names Form

Form 4 - Federal Contractors Program for Employment Equity – Certification

Form 5 – Canadian Content Certification

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bids;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bids, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachments to Parts 1 to 6 include the Pricing Schedule, the Evaluation Procedures, and the Certifications Precedent to Contract Award.

Annexes to Part 7 include the Statement of Requirements, the Basis of Payment, the Security Requirements Check List, and the Insurance Requirements.

### 1.2 Summary

- (a) This bid solicitation will address the individual Government of Canada Relocations Support Services (GCRSS) requirements for:
  - i. the Treasury Board of Canada Secretariat (TBS), representing federal public servants under the National Joint Council (NJC)
  - ii. the Royal Canadian Mounted Police (RCMP)

(each respectively, the "**Client**").

It is anticipated that this solicitation will result in the award of 2 contracts (i.e. Contract TBS for TBS's requirement and Contract RCMP for the RCMP's requirement). The TBS contract will be for an initial contract period of 6.5 years, plus 2 one-year irrevocable options. The RCMP contract will be for an initial contract period of 5.5 years, plus 2 one-year irrevocable options.

Contract TBS will be for the administration and financial management of relocation services for federal public servants under the NJC. The services are described in the attached Annex A - Contract TBS Statement of Requirement and include: advisory services (e.g. information on relocation benefits, relocation planning, etcetera), financial claims processing, and creation and on-going maintenance of a directory of third-party service providers (i.e. realtors, lawyers/notaries, home inspectors,

appraisers and rental search agencies) that includes service standards and ceiling prices. The services do not include the physical movement of household furnishings and effects, which are managed under separate contracts.

Contract RCMP will be for the creation and on-going maintenance of a list of third-party service providers (i.e. realtors, lawyers/notaries, home inspectors, and appraisers) that includes service standards and ceiling prices as described in the attached Annex A - Contract RCMP Statement of Requirements. The services do not include the physical movement of household furnishings and effects, which are managed under separate contracts.

- (b) There are security requirements associated with these requirements. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (c) Bidders should meet (or have commenced the process to meet) the security requirement described herein prior to Bid close.
- (d) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (e) The Federal Contractors Program (FCP) for employment equity applies to this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the form titled "Federal Contractors Program for Employment Equity - Certification".
- (f) The requirement is subject to a preference for Canadian goods and/or services.
- (g) Bidder's proposals must be valid for 365 days from the date of Bid close. If a Contract is awarded to the first ranked Bidder as determined via the Request for Proposal evaluation process, and subsequently terminated during the Bid validity period, Canada, in its sole discretion, may award a Contract to the next highest ranked Bidder as determined via the Request for Proposal evaluation process.

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. At Canada's discretion, the debriefing may be provided in writing, by telephone or in person.

### 1.4 Conflict of Interest

- (a) Canada has employed the assistance of private sector contractors in the preparation of this RFP. Responses to this RFP from any such contractor or with respect to which such contractor (or any subcontractor, employee, agent or representative of that contractor who was involved in the preparation of this RFP) is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a proposal, the Bidder represents that there is no such conflict of interest as stated above. It is within Canada's sole discretion to determine whether a conflict of interest exists.
- (b) Pursuant to the above, the following companies and resources are not eligible to submit a proposal in response to this RFP; and Canada will not accept proposals from any Bidder who was assisted in the preparation of its proposal, by the resources or representatives from any of these companies:

**Solicitation No. – N° de l'invitation**  
24062-140087/H

**Amd. No – N° de la modif.**

**Title - Sujet**  
GCRSS-SSGRC

Contractor	Resources
Samson & Associés CPA/Consultation Inc.	Ted Pender
Ward O'Farrell Consultants Inc.	Linda Ward O'Farrell

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

Delete: 60 days

Insert: 365 days

### 2.2 SACC Manual Clauses

- (a) A7035T (2007-05-25), List of Proposed Subcontractors
- (b) A3050T (2014-11-27) Canadian Content Definition

### 2.3 Submission of Bids

- (a) Bids 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 bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.4 Former Public Servant

- (a) 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid non-responsive.
- (b) 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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-8.

- (c) Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder'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.

- (d) Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;

- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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.

## 2.5 Enquiries - Bid Solicitation

- (a) All enquiries should be submitted in writing to the Contracting Authority at [SSRGC.GCRSSTPSGC/PWGSC@tpsgc-pwgsc.gc.ca](mailto:SSRGC.GCRSSTPSGC/PWGSC@tpsgc-pwgsc.gc.ca) no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered on [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca). Enquiries not submitted in a form that can be provided to all potential Bidders may not be answered by Canada.

## 2.6 Applicable Laws

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

**Note to Bidders:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

## 2.7 Improvement of Requirement During Solicitation Period

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

## 2.8 Bidders' Conference

- (a) A Bidders' conference will be held in the National Capital Region on May 3, 2016. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that Bidders that intend to submit a bid attend or send a representative.
- (b) The conference will be held at 140 O'Connor Street, Ottawa Ontario. Sign-in will start at 13:30 and the conference will begin at 14:00 and end no later than 16:00. Teleconference will be permitted (conference ID 3422371, local dial-in number is 613-960-7514 and the toll-free number is 1-800-413-4790)
- (c) Due to space limitations, Bidders attending in person will be restricted to 2 participants; however, there is no limit to the number of people that may participate via teleconference.
- (d) Participants attending in person will require a government photo ID
- (e) Bidders are requested to communicate with the Contracting Authority via email at [SSRGC.GCRSSTPSGC/PWGSC@tpsgc-pwgsc.gc.ca](mailto:SSRGC.GCRSSTPSGC/PWGSC@tpsgc-pwgsc.gc.ca) before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than April 29, 2016 at 14:00.
- (f) Any clarifications or changes to the bid solicitation resulting from the Bidders' Conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## 2.9 Volumetric Data

Relocation data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of relocation services will be consistent with this data. It is provided purely for information purposes.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (5 hard copies and 2 soft copies on a USB flash drive\*)
  - (ii) Section II: Financial Bids (2 hard copies and 2 soft copies on a USB flash drive\*)
  - (iii) Section III: Certifications (2 hard copies and 2 soft copies on a USB flash drive\*)
  - (iv) Section IV: Additional Information (2 hard copies and 2 soft copies on a USB flash drive\*)

\*Bidders are requested to submit a total of 4 USB flash drives:

- (v) 2 USB flash drives containing 1 electronic copy of Sections I, III, and IV as listed above, and
- (vi) 2 USB flash drives, each containing 1 copy of Sections II.

Text documents in electronic form should be in searchable PDF format and financial documents (i.e. Section II: Financial Bid) should be in Excel format.

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

Prices should appear in the financial bid only. No prices should, be indicated in any other section of the bid.

- (b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- (c) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:
- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

(d) **Submission of Only One Bid:**

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in Canada choosing in its discretion which bid to consider.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "**related**" to a Bidder if:
  - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

(e) **Joint Venture Experience:**

- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing

maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### 3.2 Section I: Technical Bid

- (a) In its technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 1 to Part 3 with its bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid

Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Security:** Bidders are requested to submit the following security information for the Program Delivery Manager (PDM) with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate compliance with the evaluation criteria found in Attachment 1 to Part 4 – Evaluation Procedures. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive. The substantiation may refer to additional documentation submitted with the bid, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **Previous Experience:** Where the bid must include a description of previous relocation experience: (i) the experience must be the experience of the Bidder itself and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder; (ii) any project/contract claimed as experience must have commenced by the bid closing date; (iii) each claim of experience description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if experience from more projects/contracts are provided than requested, Canada will decide in its discretion which projects will be evaluated.
- (v) If similar previous projects are required, a project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the work described in Annex A, Statement of Requirements.

- (vi) **Proposed Resources:** The technical bid must include a résumés for the Program Delivery Manager (PDM) identified in Annex A. The Technical Bid must demonstrate that proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements) in the technical evaluation criteria. With respect to résumé and resource:
- (A) Proposed resource may be employees of the Bidder or employees of a subcontractor, or an independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
  - (B) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
  - (C) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (D) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- (vii) Customer Reference Contact Information:
- (A) Where it is required, the Bidder should provide client references with its Bid. The client references must each confirm, if requested by the Contracting Authority, the information required by Attachment 1 to Part 4: Evaluation Procedures.

If the Bidder fails to provide the required client reference with its Bid, the Contracting Authority may notify the Bidder that the client reference is required. Upon such notification, the Bidder must provide the client reference information to the Contracting Authority within 2 business days.

- (B) The form of question to be used to request confirmation from customer references is as follows:

"Has [the Bidder] provided your organization with [service and date of delivery of services will be described]?"

\_\_\_\_ Yes, the Bidder has provided my organization with the services described above.

\_\_\_\_ No, the Bidder has not provided my organization with the services described above.

\_\_\_\_\_ I am unwilling or unable to provide any information about the services described above.]

- (C) For each client reference, the Bidder must, at a minimum, provide the name and e-mail for a contact person. The reference check will be done by e-mail.

Bidders are also required to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a client reference. Crown references will be accepted.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bids in accordance with the Attachment 1 to Part 3: Pricing Schedule. Taxes, if applicable, should be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive price or rate quoted in Canadian dollars or percentage (%) in each cell requiring an entry in the pricing table.
- (b) **Blank Prices:** Bidders are requested to insert "\$0.00" or "0%" for any item for which it does not intend to charge or for items that are already included in other prices/rates set out in the tables. If the Bidder leaves any price/rate blank, Canada will treat the price as "\$0.00" or "0%" for evaluation purposes and may request that the Bidder confirm that the price/rate is, in fact, \$0.00 or 0%. No Bidder will be permitted to add or change a price/rate as part of this confirmation. The bid of any Bidder that does not confirm that the price/rate for a blank item is \$0.00 or 0% will be declared non-responsive.

### 3.4 Section III: Certifications

It is a requirement that Bidders submit the certifications required under Part 5.

### 3.5 Section IV: Additional Information

- (a) Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance.

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

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposal individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

Bidders are requested to indicate this information on their Bid Submission Form.

## Attachment 1 to Part 3

### Pricing Schedule

1. The Bidder should complete the attached pricing schedules using the electronic file entitled Financial Proposal 1 Attachment 1 to Part 3\_EN.xls and Financial Proposal 2 Attachment 1 to Part 3\_EN.xls, and include both in its financial bids. The fees and rates specified, when quoted by the Bidder, must include all of the requirements defined in the applicable Annex A, with the exception of the to be determined Work as described in Contract TBS SOR section 7.0 Additional Work Requirements.

2. Overall Approach for Financial Data Entry

(i) Two financial proposals are required (i.e. Financial Proposal 1 (stand-alone Contract TBS and Contract RCMP) and Financial Proposal 2 (stand-alone Contract TBS only).

(ii) Bidders should insert data in each of the worksheet cells that are highlighted or backfilled with the colour turquoise (as indicated in the "Notes" worksheet).

(iii) Bidders should carefully review the "Notes" worksheet.

(iv) Additional notes pertinent to data entry worksheets may be found at the bottom of the applicable data entry tables, contained in the relevant worksheets.

3. As a minimum, for each of the periods specified, the Bidder must provide, in its financial bids, its pricing (in Cdn \$ or percentage, as applicable) for the following:

- i. Firm All-Inclusive Administration Price (Excluding Initial Appointees and Employee Requested Relocations) (Table 19 Proposal 1, Table 12 Proposal 2);
- ii. Firm All-Inclusive Administration Price - Initial Appointees and Employee Requested Relocations (Table 19 Proposal 1, Table 12 Proposal 2);
- iii. Firm All-Inclusive Annual Subscription Fee (Table 20) (Proposal 1 only);
- iv. Real Estate Commissions by province (Table 23 Proposal 1, Table 14 Proposal 2);
- v. Legal/Notary Fees for Sale of Residence (Origin) by province (Table 24 Proposal 1, Table 15 Proposal 2);
- vi. Legal/Notary Fees for Purchase of Residence (Destination) by province (Table 25 Proposal 1, Table 16 Proposal 2)
- vii. Standard Residence Industry Appraisal Fee by province (Table 26 Proposal 1, Table 17 Proposal 2);
- viii. CERC Standard Residence Appraisal Fee by province (Table 27 Proposal 1, Table 18 Proposal 2);
- ix. Home Inspection Fee by province (Table 28 Proposal 1, Table 19 Proposal 2); and
- x. Rental Search Fee by province and international (Table 29 Proposal 1, Table 20 Proposal 2).

The Bidder may propose different ceiling prices/fees for different periods of the contract. The Bidder should enter its TPSP ceiling fees in the applicable worksheet. All TPSP ceiling fees are to be

provided as a dollar value except for the real estate commission, which is a maximum percentage of the selling price.

Note to Bidder:

1. 3 (i) and 3 (ii) are required for the Contract TBS and 3 (iii) is required for Contract RCMP.
2. 3 (iii) is not found in Financial Proposal 2 Attachment 1 to Part 3\_EN.xls as it is required for Contract RCMP only.
3. The tables referenced above are found in Financial Proposal 1 Attachment 1 to Part 3\_EN.xls and Financial Proposal 2 Attachment 1 to Part 3\_EN.xls, as applicable.

The Bidder should provide detailed cost breakdowns for all proposed Firm All-Inclusive Administration Prices and the Firm All-Inclusive Annual Subscription Fee. This information will form part of the Contract and will be used, when required, to support negotiations of any subsequent Contract Amendments.

#### 4. Calculation of Total Evaluated Bid Price (TEBP)

##### 4.1 Financial Proposal 1 - Calculation of Total Evaluated Bid Price (TEBP)

Note to Bidder:

The Firm All-Inclusive Annual Subscription Fee will not form part of the calculation of TEBP for Financial Proposal 2 (see 4.2 below).

The Total Evaluated Bid Price (TEBP) will be established by the addition of the following calculated costs (TEBP=A+B+C+D+E+F+G+H+I+J):

(A) 7 year Sum of Firm All-Inclusive Administration Fees (except Initial Appointees and Employee Requested Relocations) multiplied by 1207.00 (Number of Relocations for Financial Evaluation Purposes - excluding Initial Appointees and Employee Requested Relocations);

(B) 7 year Sum of Firm All-Inclusive Administration Fees - Initial Appointees and Employee Requested Relocations multiplied by 1405.00 (Number of Relocations for Financial Evaluation Purposes);

(C) 7 year Sum of Firm All-Inclusive Annual Subscription Fee;

(D) 8 Year Sum of Real Estate Commissions (%) by province multiplied by the Annual Value of Residences Sold (Origin) for Evaluation Purposes by province for the TBS requirement and the 7 Year Sum of Real Estate Commissions (%) by province multiplied by the Annual Value of Residences Sold (Origin) for Evaluation Purposes by province for the RCMP requirement;

(E) 8 Year Sum of Legal/Notary Fees for Sale of Residence (Origin) (Excludes Disbursements) by province multiplied by the Annual Number of Homes Sold (Origin) for Evaluation Purposes by province for the TBS and the 7 Year Sum of Legal/Notary Fees for Sale of Residence (Origin) (Excludes Disbursements) by province multiplied by the Annual Number of Homes Sold (Origin) for Evaluation Purposes by province;

(F) 8 Year Sum of Legal/Notary Fees for Purchase of Residence (Destination) (Excludes Disbursements) by province multiplied by the Annual Number of Homes Purchased (Destination) for Evaluation Purposes by province for the TBS requirement and the 7 Year Sum of Legal/Notary Fees for Purchase of Residence (Destination) (Excludes Disbursements) by province multiplied by the Annual Number of Homes Purchased (Destination) for Evaluation Purposes by province for the RCMP requirement;

(G) 8 Year Sum of Standard Residence Industry Appraisal Fees by province multiplied by the Annual Number of Standard Residence Industry Appraisals for Evaluation Purposes by province for the TBS requirement and the 7 Year Sum of Standard Residence Industry Appraisal Fees by province multiplied by the Annual Number of Standard Residence Industry Appraisals for Evaluation Purposes by province for the RCMP requirement;

(H) 8 Year Sum of CERC Standard Residence Appraisal Fees by province multiplied by the Annual Number of CERC Standard Residence Appraisals for Evaluation Purposes by province;

(I) 8 Year Sum of Home Inspection Fees by province multiplied by the Annual Number of Home Inspections for Evaluation Purposes by province for the TBS requirement and the 7 Year Sum of Home Inspection Fees by province multiplied by the Annual Number of Home Inspections for Evaluation Purposes by province for the RCMP requirement; and

(J) 8 Year Sum of Rental Search Prices by province multiplied by the Annual Number of Rental Searches for Evaluation Purposes by province.

#### 4.2 Financial Proposal 2 - Calculation of Total Evaluated Bid Price (TEBP)

Note to Bidder: if financial Proposal 2 is evaluated the TEBP will be determined as described below.

The Total Evaluated Bid Price (TEBP) will be established by the addition of the following calculated costs (TEBP = A+B+C+D+E+F+G+H+I):

(A) 7 year Sum of Firm All-Inclusive Administration Fees (excluding Initial Appointees and Employee Requested Relocations) multiplied by 1207.00 (Annual Number of Relocations (excluding Initial Appointees and Employee Requested Relocations for Evaluation Purposes);

(B) 7 year Sum of Firm All-Inclusive Administration Fees for Initial Appointees and Employee Requested Relocations multiplied by 1405.00 (Annual Number of Relocations for Financial Evaluation Purposes);

(C) 8 Year Sum of Real Estate Commissions (%) by province multiplied by the Annual Value of Residences Sold (Origin) for Evaluation Purposes by province;

(D) 8 Year Sum of Legal/Notary Fees for Sale of Residence (Origin) (Excludes Disbursements) by province multiplied by the Annual Number of Homes Sold (Origin) for Evaluation Purposes by province;

(E) 8 Year Sum of Legal/Notary Fees for Purchase of Residence (Destination) (Excludes Disbursements) by province multiplied by the Annual Number of Homes Purchased (Destination) for Evaluation Purposes by province;

(F) 8 Year Sum of Standard Residence Industry Appraisal Fees by province multiplied by the Annual Number of Standard Residence Industry Appraisals for Evaluation Purposes by province;

(G) 8 Year Sum of CERC Standard Residence Appraisal Fees by province multiplied by the Annual Number of CERC Standard Residence Appraisals for Evaluation Purposes by province;

(H) 8 Year Sum of Home Inspection Fees by province multiplied by the Annual Number of Home Inspections for Evaluation Purposes by province; and

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(I) 8 Year Sum of Rental Search Prices by province multiplied by the Annual Number of Rental Searches for Evaluation Purposes by province.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Overview

- (a) Canada will carry out a two-phased bid evaluation process for this requirement. Phase 1 consists of a 2-step process involving a multi-step evaluation of the rated and mandatory criteria. Phase 2 consists of the financial evaluation.
- (b) At the completion of Phase 1, only those bids deemed to be responsive will continue to Phase 2.

### 4.2 General

- (a) The evaluation will be conducted in two phases:
  - (i) Phase 1 will consist of a 2 step bid evaluation process. Step 1 will consist of a review of a Bidder's bid and, if necessary, the release of a Preliminary Evaluation Report to all Bidders. Step 2 will include a review of Bidders responses to the Preliminary Evaluation Report. Only those bids deemed to be responsive at the completion of Step 2 will be evaluated at Phase 2.
  - (ii) Phase 2 will consist of the financial evaluation of all responsive bids.
  - (iii) Notwithstanding the limited review which Canada may conduct for certain parts of the solicitation during Phase 1, a Bidder is and will remain solely responsible for the accuracy and completeness of its bid and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions. BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING CONSISTENCY OF THE INFORMATION SUBMITTED IN ITS BIDS AT ALL TIMES. WITHOUT LIMITING THE FOREGOING, BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT ANY INFORMATION PROVIDED IN RESPONSE TO A PRELIMINARY EVALUATION REPORT IS CONSISTENT WITH ANY OTHER INFORMATION ORIGINALLY SUBMITTED IN ITS BID IN RESPONSE TO OTHER REQUIREMENTS. FAILURE TO DO SO MAY PREJUDICE THE EVALUATION OF PREVIOUSLY SUBMITTED INFORMATION AND/OR RENDER THE BID NON-RESPONSIVE.
  - (iv) The two-phased bid evaluation process shall not limit Canada's rights under SACC 2003 (2015-07-03) Standard instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
  - (v) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn in accordance with the process described below, and fewer than two responsive bids with a valid certification remain, Canada will continue evaluating only the bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

- (vi) There are several steps in the evaluation process described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (vii) An evaluation team composed of representatives of Canada will evaluate the bids.
- (viii) PWGSC has engaged the firm of Samson & Associés CPA/Consultation Inc. as a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.

#### **4.3 Phase 1 – Step 1: Review of Bidder's Bid**

##### **4.3.1 Section I - Technical Review**

- (a) Mandatory Technical Criteria:
  - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement.
- (b) Point-Rated Technical Criteria:
  - (i) Each bid will be reviewed by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (c) Mandatory and point-rated evaluation criteria are included in Part 4, Attachment 4.1 - Technical Evaluation Procedures.

##### **4.3.1.1 Review Parameters for Mandatory and Technical Criteria and Point-Rated Criteria:**

- (a) Canada will conduct a review of all mandatory requirements and all point-rated requirements to:
  - (i) Determine if a Bidder's submission in respect of mandatory requirements having a pass/fail is considered by Canada to be responsive. A bid will be considered by Canada to be non-responsive if the bid fails to achieve a compliant "pass" rating on a mandatory pass/fail requirement.
  - (ii) Determine if a Bidder's submission in respect of point-rated requirements having a minimum pass standard is considered by Canada to be responsive. A bid will be considered by Canada to be non-responsive if the bid fails to achieve the mandatory minimum pass standard.

##### **4.3.2 Section II - Financial Review**

- (a) Mandatory Financial Criteria.
- (b) Bidder's response to Attachment 1 to Part 3 will be reviewed.

#### 4.3.2.1 Review Parameters:

- (a) Canada's review of the Financial bid will be limited to identifying whether required data is missing from the bid, whether the same price is identified for the same item in all instances, and whether GST/HST amounts are shown separately.

#### 4.3.3 Section III – Certifications and Section IV – Additional Information

##### 4.3.3.1 Review Parameters:

- (a) Canada will identify any instances where a Bidder has failed to submit a required certification or proof of compliance or where a submitted document lacks the requisite signature(s) only for the certifications required to be submitted with the bid. The Bidder remains responsible for ensuring that any certifications which are required to be submitted prior to the close of the solicitation period or at any other time, are submitted as required.

#### 4.3.4 Permitted Preliminary Evaluation Report Responses

- (a) **Section I - Technical Review:**

Bidders may submit information only in response to those items specifically identified in the Preliminary Evaluation Report, except where the addition of such information will necessarily result in a change to the information regarding other components (including a change to a component). Any other changes to the bid shall be considered new information and will be disregarded. Without limiting the foregoing, the Bidder shall not make any changes to the Financial Bid as a result of any changes to Technical Requirement.

- (b) **Section II - Financial Review:**

Where a required line item has been left blank, only the missing information may be added to the Financial Bid for Step 2, except that, in those instances where the addition of such information will necessarily result in a change to other pricing or cost information previously submitted as a result of calculations required by the solicitation (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. Any other changes to the Bid shall be considered to be new information and will be disregarded.

In instances where a different price for the same item is provided in more than one location within the Financial Bid and been noted the Bidder must confirm which price applies. Failure of a Bidder to respond will be deemed by Canada to be the Bidder's confirmation that the lowest price applies in all cases.

Any other changes to the Financial Bid shall be considered to be new information and will be disregarded. Without limiting the foregoing, the Bidder shall not make any changes to the Technical Bid as a result of any changes to the Financial requirement.

- (c) **Section III – Certification and Section IV – Additional Information Review:**

Bidders may submit a required certification or proof of compliance or where a submitted document lacks the requisite signature(s) only for the certifications required to be submitted with the bid.

#### 4.3.5 Preliminary Evaluation Report

- (a) After this initial review, if any bid is determined to be non-responsive in accordance with the review parameters noted above, the Contracting Authority will provide each Bidder with a "Preliminary Evaluation Report" (or "Report") listing only the instances where the bid is non-responsive to the requirements of the bid solicitation (and, for mandatory point-rated requirements, the score for such requirement) and the applicable solicitation references. Bidders whose bids have been evaluated as non-responsive at Step 1 are not required to continue with the procurement process and may withdraw their bids at their sole discretion.
- (b) Bidders whose bids are considered to be non-responsive will be invited by the Contracting Authority to submit additional or different information to demonstrate to Canada, in accordance with the solicitation, that the bid is compliant with the solicitation requirements. Except as expressly permitted above, information submitted for any other line item or category will not be considered nor will submitted information be used to evaluate any other section of a Bidder's bid or the solicitation requirement.
- (c) For Bidders whose bids are considered to be responsive, the Report will only identify that they are responsive for the mandatory requirements evaluated; scores will not be provided.
- (d) All Bidders are requested to provide written confirmation of receipt of the Report to the Contracting Authority. Bidders who do not confirm receipt will be deemed to have received the Report as of the date issued by Canada.
- (e) Only non-responsive Bidders shall submit further information in response to the Report.
- (f) Corrections may only be requested on mandatory requirements or on rated requirements if the Minimum Compliance Scores are not obtained. There will be no change to the Bidder's original evaluated score as a result of the additional or different information submitted. The Bidder's original evaluated score will be the only score used to determine the Bidder's Technical Merit Score.
- (g) Submitted information must be based on the solution submitted by the Bidder at bid closing. A Bidder responding to a request for information must not modify, alter or substitute the proposed solution to correct a non-responsive issue. All submitted information must otherwise comply with the requirements of this solicitation. Failure to comply with these requirements will result in the additional or different information being returned to the Bidder without further consideration.
- (h) Information submitted by non-responsive Bidders in response to the Report and accepted by Canada will be deemed to replace, in full, only the non-responsive information or response in the Bidder's original bid as identified in the Report and will be used for the remainder of the bid evaluation process.
- (i) The Bidder's response to the Report must follow the Bid Preparation Instructions (such as, for example, separating financial information from other information as required). Canada requests that Bidders clearly indicate, for each response, which non-responsive requirement identified in the Report is being responded to.

- (j) Responses to the Report must be submitted to the Contracting Authority on or before the date and time specified in the Report. Failure to do so will result in the bid being deemed non-responsive and the bid will receive no further consideration.
- (k) Any adjustments to a non-responsive bid are at the Bidder's sole discretion and will be made solely by the Bidder. Canada will not provide information about any other bid or any information as to how a Bidder should complete its response, if any, to the Report. Bidders are and will remain solely responsible for the accuracy and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions. BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING CONSISTENCY OF THE INFORMATION SUBMITTED IN THEIR BIDS AT ALL TIMES. WITHOUT LIMITING THE FOREGOING, BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT ANY INFORMATION PROVIDED IN RESPONSE TO A PRELIMINARY EVALUATION REPORT IS CONSISTENT WITH ANY OTHER INFORMATION ORIGINALLY SUBMITTED IN THEIR BID IN RESPONSE TO OTHER REQUIREMENTS. FAILURE TO DO SO MAY PREJUDICE THE EVALUATION OF PREVIOUSLY SUBMITTED INFORMATION AND/OR RENDER THE BID NON-RESPONSIVE.
- (l) If a Bidder does not respond to a requirement identified as non-responsive, the Bidder will be deemed to have provided a "No Change" response and the original response for that item will continue to apply.

#### **4.3.6 Step 2: Bid Evaluation**

Once the bidder's Preliminary Evaluation Report response is received:

- (a) Canada will conduct a final technical bid evaluation for all bids taking into account the additional or different information submitted by a Bidder in response to the "Preliminary Evaluation Report", to determine if these requirements have been met as required in the solicitation. Should one or more of the requirements initially evaluated as non-responsive continue to be evaluated as non-responsive after review of the additional or different information, the bid will be deemed non-responsive and will not be given any further consideration. The bid will also be evaluated as non-responsive if the additional or different information submitted renders non-responsive any other mandatory requirements, including point rated criteria having a minimum pass standard.
- (b) Bids that have demonstrated responsiveness at the conclusion of the final evaluation of all mandatory requirements, including minimum assessment values or point rated criteria having a minimum pass standard, will continue to be evaluated at Phase 2 as described below. For point rated criteria having a minimum pass standard, if the additional or different information provided by a Bidder renders the criteria responsive, those criteria will be deemed a pass, however the original score will remain unchanged.

#### **4.4 Phase 2 – Financial Bid Evaluation**

##### **4.4.1 Financial Bid Evaluation: Phase 2**

- (a) Canada will conduct an evaluation of the Financial Bids for those Bidders whose bids have demonstrated responsiveness at the conclusion of the final review of Phase 1-Step 2.

- (b) The financial evaluation will be conducted by calculating the Total Evaluated Bid Price using the Pricing Tables completed by the Bidders. The financial criteria are described in Part 3, Attachment 3.1, Pricing Schedule
- (c) Formulae in Pricing Tables: If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

#### 4.4 Additional Evaluation Procedures

- (a) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (b) **Reference Checks:**
  - (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48-hour period using the e-mail address provided in the bid. Where applicable, Canada will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
  - (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within the stated 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or

she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.

- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Where applicable, points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

#### 4.5 Basis of Selection

- (a) To be declared responsive, a bid must:
  - (i) Comply with all the requirements of the bid solicitation;
  - (ii) Meet all the mandatory evaluation criteria; and
  - (iii) Obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- (b) Bids not meeting (i) and (ii) and (iii) will be declared non-responsive.
- (c) The Total Evaluated Bid Price (TEBP) of all responsive bids will be identified in accordance with Attachment 2 to Part 3 Pricing Schedule.
- (d) The Bidder with the lowest TEBP will be recommended for contract award.
- (e) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (f) If more than one bidder is ranked first because of identical TEBP, then the Bidder with the highest point-rated technical evaluation score will be the winner.

# Attachment 1 to Part 4

## Evaluation Procedures

### 1. Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. For the purpose of the mandatory technical criteria specified below, the experience must be the experience of the Bidder itself and cannot include the experience of any proposed subcontractor or any affiliate (i.e. parent, subsidiary, sister corporations, etc.) of the Bidder.
- 1.2 The Bidder must provide the necessary documentation to support compliance with these requirements.
- 1.3 Each mandatory technical criterion should be addressed separately.
- 1.4 Any bid which fails to meet the mandatory technical criteria will be declared non-responsive.
- 1.5 For evaluation purposes, "similar" is as defined at section 3.2 subsection (c) (v) of the RFP document.

No	MANDATORY TECHNICAL CRITERIA	BID PREPARATION INSTRUCTIONS
M1	<p>In each of the last three calendar years (2012, 2013 and 2014), the Bidder must have provided relocation services similar to the ones described in the Statement of Requirement (Annex A) for a minimum of 250 moves per year for clients external to the Bidder's organization (i.e. cannot be an affiliate).</p> <p>For greater certainty, the 250 moves may be from an aggregate of external clients.</p>	<p>The Bidder must provide documentation demonstrating the number of moves per year for the last 3 calendar years for external clients that are similar to the ones described in the Statement of Requirement (Annex A).</p> <p>The Bidder must provide a list of client names and associated volumes to substantiate the experience claimed.</p> <p>Canada may select any number of a Bidder's clients to validate the information related to the number of relocations at which time Canada will request the reference contact information.</p>

<b>M2</b>	<p>The Bidder must provide a full time dedicated Program Delivery Manager (PDM) as its representative responsible, at an operational level, for successfully delivering similar services to the ones required under the Contract. The proposed candidate must have at least three years' experience in the last seven years administering and managing relocation services.</p>	<p>The Bidder must provide the resume of the proposed PDM to substantiate the experience claimed as well as the name, title, telephone and email of a client contact that can verify the experience claimed.</p>
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## 2. Rated Technical Criteria

- 2.1 For the purpose of the rated technical criteria specified below, the experience must be the experience of the Bidder itself and cannot include the experience of any proposed subcontractor or any affiliate (i.e. parent, subsidiary, sister corporations, etc.) of the Bidder.
- 2.2 Bids, which meet all of the mandatory technical criteria, will be evaluated and scored in accordance with the point rated technical criteria listed herein. Bidders must obtain the minimum number of points required as follows:
- (i) R1 - the Bidder must obtain a minimum of 3 points of the available 15 points.
  - (ii) R2 - for rated a. the Bidder must obtain a minimum of 40 points of the available 60 points.
  - (iii) R2 – for rated b and c no minimum score is required for the available 30 points.
  - (iv) R3 – the Bidder must obtain a minimum of 20 points of the available 50 points.
  - (v) R4 – the Bidder must obtain a minimum of 20 points of the available 50 points.
- 2.3 In addition to the minimum pass scores required in 2.2 above, Bidders must obtain an overall pass score of 100 of the available 205 points for R1 to R4.
- 2.4 Bids which fail to obtain the minimum required scores as defined in 2.3 above will be declared non-responsive.
- 2.5 Each rated technical criterion should be addressed separately.
- 2.6 The point rated technical criteria set out in this Attachment will be assessed in accordance with the scoring scheme indicated in the Weighting column in the Rated Technical Criteria grid.
- 2.7 The Bidder should fully address each requirement, including as much detail as possible to assist the Evaluation Team to fully assess the rated technical criteria.
- 2.8 For rated technical criteria, evaluators will not award partial scores i.e. only the point scores shown will be awarded.
- 2.9 For evaluation purposes, "similar" is as defined at section 3.2 subsection (c) (v) of the RFP document.
- 2.10 For evaluation purposes, "relevant" or "relevance" is considered to mean work that closely matches the descriptions of the work described in Annex A, Statement of Requirements.
- 2.11 For the purposes of demonstrating experience, Bidders may use on-going projects and the same project may be used in response to multiple rated requirements.

No	Volume	Bid Preparation Instructions	Weighting
R1	<p>For each of the last 3 calendar years (2012, 2013, 2014) the Bidder should provide the total number of relocations for which it provided relocation services similar to the ones described in the Statement of Requirement (Annex A) for clients external to the Bidder's organization (i.e. cannot be an affiliate).</p> <p>For greater certainty, the number of moves expressed may be from an aggregate of external clients and may include non-Canadian and non-government organizations.</p>	<p>The Bidder should provide documentation demonstrating the number of relocations performed per year, for the last 3 calendar years, for external client(s) (i.e. cannot be an affiliate).</p> <p>The Bidder must provide a list of client names and associated volumes to substantiate the experience claimed.</p> <p>Canada may select any number of a Bidder's clients to validate the information related to the number of relocations at which time Canada will request the reference contact information.</p>	<p>Volume per year for 3 calendar years – up to a maximum of 15 points</p> <p>250 to 499 = 3 points 500 to 999 = 6 points 1,000 to 1,499 = 12 points 1,500 or more = 15 points</p> <p><b>PASS MARK : 3 points/15</b></p>

No	Relocation Services Client References	Bid Preparation Instructions	Weighting
R2	<p>The Bidder should have provided relocation services similar to the ones described in the Statement of Requirement (Annex A) to clients external to the Bidder's organization (i.e. cannot be an affiliate).</p>	<p>The Bidder should provide documentation, describing up to three external relocation projects, that required the delivery of relocation services similar to the services described in the Statement of Requirement (Annex A), for external client(s) (i.e. cannot be an affiliate).</p> <p>The Bidder should provide at least the following information for each project:</p> <ol style="list-style-type: none"> <li>a. A description of the relocation services provided to the client (scope of services);</li> <li>b. the size of the client organization; and</li> </ol>	<p>a. Scope of services – Bidders may be awarded up to 60 points and must obtain a minimum of 35 points:</p> <ol style="list-style-type: none"> <li>i Providing personal assistance and guidance services similar to the services described in the Statement of Requirement (Annex A) = 10</li> <li>ii Arranging access and managing third-party service provider services for appraisers, lawyers, notaries, realtors, home inspectors and rental search agencies similar</li> </ol>

		<p>c. the length of time and dates that they have provided the services to the client.</p> <p>To substantiate the experience claimed, the Bidder should also provide a client reference for each external project, to whom the services were delivered. For each client reference, the Bidder should identify the client, the name of a client contact that can verify the experience claimed, his/her title, telephone number and email address. References may be contacted to verify the experience.</p>	<p>to the ones described in the Statement of Requirement (Annex A) = 10                  Making advances and payments to individuals = 10                  Processing invoices for payment = 10                  Providing financial services including reconciling payments to benefits and producing financial reports = 10                  Calculating and reporting taxable benefits = 10 points</p> <p><b>PASS MARK 40/60</b></p> <p>b. Size of client organization – up to a maximum of 15 points based on the largest client organization:</p> <p>less than 499 employees = 0 points                  500 to 999 = 2 points                  1,000 to 9,999 = 5 points                  10,000 to 99,999 = 10 points                  100,000 or more = 15 points</p> <p>c. Length of time that services have been provided for one of the three projects up to a maximum of 15 points :</p> <p>Less than 1 year = 0 points                  1 year up to 3 years = 5</p>
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			Over 3 years up to 5 years= 10 Over 5 years = 15 Total possible points 90

No	Management of Implementation period	Bid Preparation Instructions	Weighting
R3	<p>The Bidder should have experience in setting-up and implementing relocation services similar to the ones described in the Statement of Requirement (Annex A) section 4.0 – Implementation Period to clients external to the Bidder's organization (i.e. cannot be an affiliate).</p>	<p>The Bidder should provide documentation describing up to two external relocation projects within the last ten years that required the Bidder to manage set-up and implementation of relocation services similar to the ones described in the Statement of Requirement (Annex A) section 4.0, for clients external to the bidder's organization (i.e. cannot be an affiliate).</p> <p>To substantiate the experience claimed, the Bidder should also provide a client reference for each external client, to whom the service was provided. For each client reference, the Bidder should identify the client, the name of the client contact that can verify the experience claimed, his/her title, telephone number and email address. References may be contacted to verify the experience.</p>	<p>A maximum of up to 50 points will be awarded for the demonstrated experience and abilities of the proposed bidder in managing a set-up and implementation as follows:</p> <p>0 points: No information provided or no relevant experience is substantiated.</p> <p>10 points: Have completed at least one set-up and implementation, but experience is with a requirement between 50 and 249 relocations and limited relevance.</p> <p>20 points: Have completed at least one relevant set-up and implementation, but experience is with a requirement between 50 and 249 relocations.</p> <p>30 points:</p>

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			<p>Have completed at least one relevant set-up and implementation which included 250 or more relocations.</p> <p>50 points:</p> <p>Have completed two or more relevant set-ups and implementation at least one of which included 250 or more relocations.</p> <p><b>PASS MARK = 20/50</b></p>
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No	Program Delivery Manager (PDM)	Bid Preparation Instructions	Weighting
R4	<p>The Bidder should propose a PDM with sufficient experience to ensure successful delivery of the required relocation services. All experience claimed must be for clients external to the Bidder's organization (i.e. cannot be an affiliate).</p> <p>For greater certainty, external clients may include non-Canadian and non-government organizations.</p>	<p>The Bidder should demonstrate and substantiate that the individual proposed for the PDM position, as defined in Section 2.3 of Annex A, has sufficient experience in order to ensure successful delivery of the required relocation services.</p> <p>The Bidder should provide details about the experience of the PDM; indicating the budget(s) managed; financial, HR and IT responsibilities; and any other information that demonstrates similarity and relevance to the requirements this SOR.</p> <p>To substantiate the experience claimed, the Bidder should also provide a client reference for each external client, to whom the service was provided. For each client reference, the Bidder should identify the client, the name of the client contact that can verify the experience claimed, his/her title,</p>	<p>A maximum of up to 50 points will be awarded for the demonstrated experience and abilities of the proposed individual:</p> <p>0 points</p> <p>No information provided or is considered to be ineffective to meet the requirement.</p> <p>20 points:</p> <p>Has managed or is currently managing at least one relevant service offering similar to the Statement of Requirement (Annex A), which included between 50 and 249 relocations annually.</p>

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		<p>telephone number and email address. References may be contacted to verify the experience.</p>	<p>30 points: Has managed or is currently managing at least one relevant service offering similar to the Statement of Requirement (Annex A) which included 250 or more relocations annually.</p> <p>50 points: Have managed or is currently managing two or more relevant service offerings similar to the Statement of Requirement (Annex A), one of which included 250 or more relocations annually.</p> <p><b>PASS MARK = 20/50</b></p>
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**OVERALL PASS MARK 100/205**

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a Contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 1.1 Certifications Required with Bid

Bidders must submit the following duly completed certifications as part of their bid.

(a) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, the completed Declaration Form 2 attached hereto, to be given further consideration in the procurement process.

(b) Canadian Content Certification

As applicable, the Bidder must provide with its Bid, the completed Canadian Content certification Form 5, attached hereto.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

(a) Integrity Provisions – List of Names (Form 3)

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

(b) Federal Contractors Program for Employment Equity - Bid Certification (Form 4)

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Form 4 Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

(c) Named Resource

- (i) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, the individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (ii) By submitting a bid, the Bidder certifies that all the information provided in the résumé and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (iii) If the Bidder is unable to provide the services of the individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within 5 business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - (A) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
  - (C) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- (D) set aside the bid and give it no further consideration; or
- (E) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- (iv) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed

and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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

### **1.1 Security Requirement**

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
  - (iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
  - (v) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV, Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### **6.2 Financial Capability**

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- (b) At subsection 1 of SACC Manual clause A9033T (2012-07-16) Financial Capability delete fifteen (15) working days and insert ten (10) working days.

- (c) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.
- (d) Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### **6.3 Insurance Requirements**

- (a) The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.
- (b) If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 7 - CONTRACT TBS RESULTING CONTRACT CLAUSES

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

### 1.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Requirements (SOR), in accordance with, and at the prices set out in, the Contract. This includes:
- (i) Work described at Annex A, Statement of Requirements, with the exception of Section 7.0 Additional Work Requirements, which will be provided under the Contract in accordance with the 7.0 Additional Work Requirements (AWR);
  - (ii) An obligation for any Work (other than AWR) will come into force only when a Relocation has been authorized in accordance with the SOR;
  - (iii) The Departmental National Coordinator (DNC) will be determined in accordance with paragraph (b) of this clause;
  - (iv) Any Work performed by the Contractor in advance of an Authorized Relocation will be at the Contractor's own risk and expense; and
  - (v) Any Work performed must fall within the scope of the Annex A, Statement of Requirement, excluding section 7.0 Additional Work Requirements.
- (b) Financial Limitation and Relocation Approval Authority
- (i) Relocations and Relocation amendments will be Authorized by the responsible Departmental National Coordinator (DNC).
  - (ii) Relocations will be Authorized on-line via the Contractor's secure website as per section 5.1 of Annex A, Statement of Requirements; and
  - (iii) All Relocations must be in accordance with the applicable relocation policy.
- (c) **Client:** Under the Contract, the "**Client**" is the Treasury Board of Canada Secretariat.
- (d) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (e) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

## 7.2 Optional Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract Basis of Payment, for up to 2 additional 1 year periods. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise this option at any time by sending a written notice to the Contractor at least 18 months before the expiry date of the Contract.

## 7.3 Minimum Work Guarantee

- (a) In this clause,
  - (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding Applicable Taxes); and
  - (ii) **"Minimum Contract Value"** means \$250,000.00.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
  - (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten business days of Contract award.

## 7.4 Standard Clauses and Conditions

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

- (a) General Conditions:

2035 (2015-07-03), General Conditions - Higher Complexity - Services, applies to and forms part of the Contract.

(b) Supplemental General Conditions:

4008 (2008-12-12), Supplemental General Conditions - Personal Information, applies to and forms part of the Contract.

## **7.5 4008 (2008-12-12), Personal Information**

4008, Personal Information, is amended as follows:

Delete: Subsection 4.3 in its entirety

Insert: The Contractor must develop a request for consent form to be used when collecting Personal Information, and a script for collecting the Personal Information by telephone. The consent form and script must be delivered to the Contracting Authority 30 days prior to the Service Effective Date identified under article 4.1.2 of this Contract. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

Delete: Subsection 6 (g), in its entirety

Insert: 6 (g) notify the responsible Departmental National Coordinator (DNC) and the Contracting Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

Delete: Subsection 12, in its entirety

Insert: 12. Disposing of Records and Returning Records to Canada

The Contractor must not dispose of any Record, except as instructed by Canada. On request by the Contracting Authority, by the responsible Departmental National Coordinator (DNC) or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) in accordance with Annex A.

## **7.6 Security Requirement**

### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

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 A, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
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 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/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).

#### **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.

## 7.7 Contract Period

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

(i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 6.5 years later; and

(ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) Requests for Relocations can be accepted by the Contractor:

(i) No earlier than 6 months after Contract award; and

(ii) No later than one year prior to the end of the Contract Period.

The first 6 month period of the Contract will be a transition/ramp up period and the final 1 year period of the Contract will be a wind down period allowing the Contractor to complete files received. The Contractor must not accept new Relocation requests during these periods. The period of the contract is from Contract award, plus any option period, if exercised.

(c) **Implementation Period**

The first 6 months after Contract award consist of a transition/ramp up period. The Contractor must perform the Work set out under Annex A section 4.0 during this period.

If for any reason, during the first 6 months after Contract award, Canada determines, at its sole discretion, that the Contractor will not deliver as stated in the Contractor's Implementation Plan, Canada can terminate the Contract for default and award a contract to the Bidder ranked as number 2 during the Request for Proposal evaluation process.

(d) **In-Service Period**

The Work set out under Annex A section 5.0 for the provision of relocation services is from Service Effective Date (SED). The end date of the In-Service Period is subject to change if Canada extend the Contract in accordance with subsection 7.7 (g).

(e) Authorization to Commence the Work

The Contractor must not commence providing Relocation Services under the in-Service Period of the Contract prior to written notification by the Contracting Authority to the Contractor to commence the service.

(f) Out-Going Transition Period

(i) The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that an out-going transition period is required. The Contractor must provide the Work set out under Annex A section 6.0. The Out-Going Transition Period commences upon completion of the In-service Period. The start date of the Out-Going Transition Period is subject to change if Canada extends the Contract in accordance with subsection 7.7 (g).

(ii) If Contract Option Year #1 is exercised, the Out-Going Transition Period will commence 6.5 years from Contract award.

(iii) If Contract Option Year #2 is exercised, the Out-Going Transition Period will commence 7.5 years from Contract award.

(g) Option to Extend the Contract

(i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods as described in section 7.2.

## 7.8 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Gordon Sanford  
Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Informatics and Telecommunications Systems Procurement Directorate  
11 Laurier Street, Gatineau, Quebec K1A 0S5  
Telephone: 873-469-4633  
Facsimile: 819-956-7179  
E-mail address: [SSRGC.GCRSSTPSGC/PWGSC@tpsgc-pwgsc.gc.ca](mailto:SSRGC.GCRSSTPSGC/PWGSC@tpsgc-pwgsc.gc.ca)

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

(b) Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) Departmental National Coordinator (DNC)

- (i) Each department or agency authorized to use this Contract, as identified in Annex A, will have one or more DNCs who is/are the representative for that department or agency. Canada will provide the Contractor with a list of all DNCs following contract award. Updates to the DNC list will be provided as required.
- (ii) The DNC is responsible for monitoring of the Work under the Contract. The DNC has no authority to authorize changes to the scope of the Work under the Contract. The DNC will discuss changes to the technical content with the Technical Authority, however, the DNC has no authority to authorize changes to the scope of the Work under the Contract. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(d) Contractor Representative - Program Delivery Manager (PDM)

The Contractor's PDM for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.9 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board of Canada Secretariat.

## 7.10 Payment

(a) **Basis of Payment – Firm Price per Relocation**

- (i) The Contractor will be paid a firm all-inclusive price for the provision of relocation services for any approved Relocation, in accordance with the schedule of payment provided at Article 1 of Annex B – Basis of Payment.
- (ii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be

allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

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

(b) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included, if applicable and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (A) when it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (iii) If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(c) **Direct flow-through costs**

Direct flow-through costs paid through the Contractor to third-party suppliers or Employee for services rendered or expenses in accordance with this Contract are not included in the calculation of the total value of the Contract. These flow-through costs are program costs for specified services in accordance with the applicable relocation directive or are provided to the relocating Employees as part of their entitlements under the program.

(d) **Method of Payment**

Progress Payment – Administration Fees:

- (i) Canada will make progress payments in accordance with the Firm All-Inclusive Administration Price as defined in Article 1 of Annex B and the Schedule for Payment defined under Article 2 of Annex B, upon receipt of an invoice and any other document required under the invoicing instructions of the Contract.

- (ii) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications during the Contract Period. Any overpayment resulting from a progress payment, or other payment, must be refunded promptly to the responsible DNC.

(e) **Reimbursement of Employee Expenses and TPSP Disbursements**

- (i) Canada will reimburse the Contractor for Employee expenses and third-party services disbursements paid by the Contractor to an Employee or TPSP on behalf of the Employee in accordance with Annex B.
- (ii) Invoices for TPSP services specified will be submitted to cover the expenditures resulting for services and disbursements provided by the Contractor on behalf of the Employee as follows:

Accountable Advances: The Contractor will invoice Canada for relocation related expenses on the following basis:

Accountable Advance #1:

Relocations (excluding Initial Appointees and Employee Requested): Within 30 calendar days after receiving the responsible DNC's Relocation authorization, the Contractor will invoice Canada in the amount of \$6,500 for each Employee's estimated relocation expenditures.

Initial Appointee and Employee Requested Relocations: Within 30 calendar days after receiving the responsible DNC's Relocation authorization, the Contractor will invoice Canada in the amount of \$5,000 for each Employee's estimated relocation expenditures.

Accountable Advance #2:

Relocations (excluding Initial Appointees and Employee Requested): If applicable and no sooner than 60 calendar days after receiving the responsible DNC's Relocation authorization, the Contractor will invoice Canada for the total estimated relocation costs less the \$6,500 paid by the Accountable Advance #1.

(f) **Final Relocation Invoice**

The Contractor will submit to Canada for each authorized Relocation file, a final invoice for the actual relocation costs less the amounts paid by the Accountable Advance #1 and #2 upon satisfactory completion of all relocation transactions as evidenced by documentation reconciling the Employee's actual and reasonable costs for the services rendered and the TPSP fees paid.

(g) **Interest Accrued**

Any interest accrued on the advance funds provided by Canada to the Contractor to fund an Employee's relocation, belongs to Canada and must be identified as a credit on the Final Relocation Invoice to the responsible client department.

(h) **Reimbursement of Unused Relocation Advances**

The Contractor must reimburse Canada for any unused relocation funds provided in advance by Canada, and held in trust by the Contractor following completion of the Employee relocation. The Contractor must reimburse Canada through a corporate cheque made payable to the Receiver General for Canada and mailed to:

Receiver General  
Place du Portage Phase III, 11A2  
11 Laurier Street  
Gatineau, QC K1A 0S5  
Canada

A photocopy of the Contractor's cheque, accompanied by a summary report, identifying by department, the individual relocation files must be sent to the applicable DNC as identified on the Relocation Authorization.

(i) **SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

(j) **Discretionary Audit**

C0705C (2010-01-11), Discretionary Audit

### 7.11 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.

The Contractor must submit an invoice for payment. Each invoice must show:

- (i) all applicable information detailed under the section entitled "Invoice Submission" of the General Conditions;
  - (ii) the date of file authorization of each Relocation file included on the invoice and the value of the amount invoiced as detailed in the Contract;
  - (iii) The applicable File Number / Move Authorization Number;
- (b) The Contractor must submit invoices for progress payments in accordance with the schedule for payment set out in Annex B.
- (c) The Contractor must forward a Financial Summary report on a quarterly basis to the Contracting Authority and each responsible entity's Departmental Authority that tracks and provides information, by department and agency, on all administration fees paid to-date for each Contract year.
- (d) Invoicing Instructions - For reimbursement of TPSP disbursements and Employee Expenses

The Contractor must submit invoices in accordance with the information required in Section 12 of 2035 (2015-07-03), General Conditions - Services.

- (e) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (f) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (g) The Contractor must provide the original and 1 copy of the invoice, together with attachments, to the DNC identified in the applicable Relocation Authorization.

- (h) On request, the Contractor must provide a copy of any invoice and attachments requested by the Contracting Authority.

### 7.12 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 7.13 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.14 Applicable Laws

The Contract shall be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

### 7.15 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions 4008 (2008-12-12) ;
- (c) General Conditions 2035 (2015-07-03);
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the authorized Relocation;
- (i) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ "or" as amended on \_\_\_\_\_.

### 7.16 Foreign Nationals (Canadian Contractor)

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

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract*

#### **7.17 Foreign Nationals (Foreign Contractor)**

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

#### **7.18 Insurance Requirements**

- (a) The Contractor must comply with the insurance requirements specified in Annex D, Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements will not release the Contractor from or reduce its liability under the Contract.
- (b) 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.
- (c) The Contractor must forward to the Contracting Authority within 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **7.19 Aboriginal Involvement**

- (a) As service delivery locations are unknown at this time but could be in any areas subject to Comprehensive Land Claims Agreements (CLCAs), all CLCAs apply to this procurement.
- (b) The Contractor is required to make every effort to include Comprehensive Land Claims Agreement (CLCA) beneficiary firms as sub-contractors whenever possible for services provided in CLCA settlement areas. An annual report must be submitted to the Contracting Authority one month after the last day of the calendar year providing statistical data on the Third Party Service Providers used in the previous calendar year that are CLCA beneficiary firms.
- (c) For a list of Inuit businesses for the James Bay and Northern Quebec Agreement and for the Nunavik Inuit Land Claims Agreement, consult the Nunavik Regional and Private Business Directory. (<http://www.krg.ca/pdf/forms/NunavikBusDirectory2007.pdf>)
- (d) For a list of Cree businesses for the James Bay and Northern Quebec Agreement, consult the Grand Council of the Crees telephone directory (<http://www.gcc.ca/teldir.php>).
- (e) For a list of Inuvialuit businesses in the Inuvialuit Settlement Region, consult the Inuvialuit Business List (<http://www.irc.inuvialuit.com/corporate/ibl/>).
- (f) For a list of Gwich'in businesses in the Gwich'in Settlement Area, consult the Gwich'in Business Directory (<http://www.gwichin.nt.ca/GwichinBiz>).

- (g) For a list of Inuit businesses in the Nunavut Settlement Area, consult the Inuit Firm Registry (<http://www.inuitfirm.com/public/index.html>).
- (h) For a list of Sahtu Dene and Metis businesses in the Sahtu Settlement Area, consult the Sahtu Business List (<http://www.sahtu.ca/sahtubusiness.html>).
- (i) For information on Tlicho businesses, consult the Tlicho website (<http://www.tlicho.ca/businesses/index.htm>).
- (j) For a list of Inuit businesses in the Labrador Inuit Settlement Area, consult the Nunatsiavut Government's Inuit Business Directory (<http://www.nunatsiavut.com/en/businessdirectory.php>).

#### **7.20 Innovation and Change**

- (a) At any time during the period of the Contract, Canada will welcome suggestions from the Contractor for innovative approaches to relocation services to improve methods of delivering existing relocation services to members/employees within the Government of Canada Relocation Support Services (GCRSS). This may include improved methods of providing these services and assistance to members/employees, such as innovations that result in reduced costs to Canada and/or improved types and levels of customer service. Canada reserves the right to accept or reject any or all suggestions. The cost of suggestion/proposal preparation must be borne by the Contractor. In addition, the development or implementation costs associated with these suggestions must be borne by the Contractor, unless prior approval is received in writing from the Contracting Authority.

#### **7.21 Disclosure of Information**

- (a) The Contractor agrees to the disclosure of its Third-Party Service Providers (TPSP) prices by Canada, as required to meet its administrative and operational requirements, and further agrees that it will have no right to claim against Canada, the TBS, their employees, agents or servants, or any of them, in relation to such disclosure.
- (b) The Contractor agrees to the disclosure of the names and contact information of all third-parties providing services to Canada's future relocation services contractors, and further agrees that it will have no right to claim against Canada, the TBS, their employees, agents or servants, or any of them, in relation to such disclosure.

#### **7.22 Scans for Computer Viruses**

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

#### **7.23 Ownership of Data**

- (a) All data collected during the period of the Contract, including TPSP data, remains the property of Canada and must be accessible to the TA, CA and the appropriate DNC and Employee (only their own data). All data collected must be transferred to the TA and applicable DNC in the format approved by the TA and in accordance with Annex A.

#### 7.24 In-House Services

- (a) The Contractor agrees that nothing in this Contract prevents Canada to arrange for alternate relocation services by providing in-house services. Canada reserves the right to do so at its entire discretion whenever Canada is of the opinion that it would best serve the interest of Canada.

#### 7.25 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
  - (i) Name
  - (ii) Name
  - (iii) etc.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

#### 7.26 Replacement of Specific Individuals

With respect to General Conditions 2035, Section 8 is deleted and replaced with the following:

- (a) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
- (i) the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - (ii) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

- (b) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
- (i) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
  - (ii) assess the information provided under (a) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (i) above, or require another replacement in accordance with this subarticle (b).

Where an Excusable Delay applies, Canada may require (ii) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (c) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **7.27 Representations and Warranties**

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

## **7.28 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

## **7.29 Termination for Convenience**

With respect to Section 30 of General Conditions 2035, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
  - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**CONTRACT TBS**

**ANNEX A**

**STATEMENT OF REQUIREMENT (SOR)**

**FOR THE ADMINISTRATION AND FINANCIAL MANAGEMENT**

**OF THE**

**GOVERNMENT OF CANADA RELOCATION SUPPORT SERVICES  
(GCRSS)**

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Appendix 1 - USAGE OF BENEFITS

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Appendix 3 – GLOSSARY

Appendix 4 - DATA ELEMENTS AND EXPENSE CATEGORIES TO BE INCLUDED IN IMETS

## 1.0 SCOPE

### 1.1 Introduction

The Government of Canada Relocation Support Services (GCRSS) is a unique program that provides Government of Canada (GC) with increased flexibility and assistance to relocate Employees to new work locations in response to operational requirements.

The aim of the GCRSS is to relocate Employees in the most efficient fashion, at the most reasonable cost to the public, while minimizing the impact on departmental operations and on the Employee.

The GCRSS is comprised of three main elements as follows:

- a. A core funding envelope for the direct reimbursement of expenditures over which the Employee has little control when relocating, (details are found in the National Joint Council Directive);
- b. Customized and personalized funding envelopes that permit the Employee to customize the provisions to their personal family circumstances; each of the Custom and Personal funding envelopes has a formula to calculate the maximum spend and the provisions that can be reimbursed under each, (details are found in the National Joint Council Directive); and
- c. Services provided by a Contractor, under a “one-stop shopping” concept, that provides the Employee with professional advice, information and assistance throughout every step of the relocation, with the aim of presenting the Employee every reasonable opportunity to maximize the available provisions under the GCRSS. The Employee makes the final decision to accept or reject the advice provided by the Contractor and may request that any advice be provided in writing.

The GCRSS Contract does not include the physical shipment of Household Goods and Effects (HG&E) which is handled by the Household Goods Removal Services Contract.

### 1.2 Background

The Integrated Relocation Program (IRP) became a permanent program in June 2002 following a pilot program in place since April 1999. The IRP and variations to the IRP were delivered by a single Contractor to GC Employees (for whom Treasury Board is the employer) and to the members of Canadian Forces and the Royal Canadian Mounted Police (RCMP).

With respect to this SOR only GC Employees are included. The program is renamed the Government of Canada Relocation Support Services (GCRSS). The management

of relocation related services for Canadian Forces and RCMP members will be handled separately and are excluded from this SOR.

### **1.3 Historical Relocation Volumes**

Historical relocation volumes showing the total number of relocations for the period (2009/10 to 2014/15) are provided in Proposal 1 - Annex B (TBS & RCMP) and Proposal 2 - Annex B (TBS). Canada does not warrant that this historical data provides an accurate indication of the total relocations in the future. The provision of these volumes does not represent a commitment by Canada or that Canada's future usage will be consistent with these volumes.

Appendix A of the SOR presents tables on the usage of certain benefits in the NJC Relocation Directive.

### **1.4 GCRSS Objective**

The objective is to ensure that all Employees are provided with information, counselling, and professional assistance throughout every step of the relocation process. This includes relocation planning, marketing assistance, destination services and access to Third Party Service Providers (TPSP) for services of realtors, lawyers, notaries, home inspectors, appraisers, and rental search agencies.

It is essential that Canada provide an opportunity to TPSP across the country to participate in the relocation of Employees and be remunerated at a fair and competitive price. It is also essential that Canada obtains these services for a reasonable value and remunerates the Contractor and the TPSP for services rendered. Consequently, the Contractor is not permitted to collect referral fees from TPSP and is not permitted to charge the TPSP for network, audit or any other fees for their participation in the TPSP Directory.

### **1.5 Scope of the Contract**

The scope of the Contract is the management of the GCRSS through single-point-of-contact counselling provided to Employees and a Contractor provided web-based application, which must provide all administrative and financial management functions, including tracking flow-through costs for Relocation Services, within Canada.

All required services must be provided in both of Canada's Official Languages. The GCRSS and GC documents are provided to the Contractor in both languages. Documents, web-sites and other tools prepared by the Contractor must be provided in both of Canada's Official Languages. It is the responsibility of the Contractor to obtain and pay for the translation.

All required services must be provided to the GC Core Public Administration as defined in section 11 of the Financial Administration Act (FAA) (schedules I and IV) (<http://laws-lois.justice.gc.ca/eng/acts/F-11/index.html>). A list of organizations not included in Core Public Administration but currently authorized to use the services may be found at Appendix 2. Canada cannot guarantee that the organizations listed in Appendix 2 will use the services of the Contractor. Canada may request that services be provided at any time during the Contract Period to other Federal Public Administration organizations listed in the FAA schedules.

## 1.6 Glossary

The glossary and list of acronyms is provided in Appendix 3.

## 1.7 Applicable Documents

### 1.7.1 Applicable to all Employees of Government of Canada

The following list of current and applicable documents, in effect on the date of the Request for Proposal (RFP), and include any subsequent amendments or bulletins enacted during the Contract period. These documents form part of the SOR and must be used in the overall administration and delivery of all Relocation Services. Documents referred to within the documents cited herein are also applicable. In the event of conflict between the documents referenced herein and the contents of the SOR, the Contractor must seek clarification from the Contracting Authority (CA).

- a. National Joint Council Isolated Posts and Government Housing Directive, (see Appendices A and G for Isolated Posts with or without crown housing) found at: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/ipgh-dpill/ipgh-pile\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/ipgh-dpill/ipgh-pile_e.asp)
- b. National Joint Council Travel Directive, found at: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>
- c. Income Tax Act, found at: <http://laws.justice.gc.ca/en/showtdm/cs/i-3.3/>
- d. A Guide to the Project Management Body of Knowledge (Project Management Body of Knowledge® Guide) – Current Edition; Project Management Institute, found at: [www.pmi.org](http://www.pmi.org)
- e. Security Organization and Administration Standards <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12333>
- f. Departmental Security Management (DSM) <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16579>
- g. The Personal Information Protection and Electronic Documents Act (PIPEDNC) (<http://laws.justice.gc.ca/en/> P-8.6)

- h. CSEC ITSD guidelines and directives  
(<http://www.cse-cst.gc.ca/its-sti/publications/itsd-dsti-eng.html> )
- i. CSEC ISTG guidelines and directives  
(<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti-eng.html> )
- j. National Joint Council Relocation Directive  
(<http://www.njc-cnm.gc.ca/directive/index.php?did=6&lang=eng&merge=2> )
- k. Addendum – Initial Appointees Relocation Program (other than EX & GIC)  
(<http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/iairp-prinefp-eng.asp> )
- l. GCRSS – Individuals participating on Developmental Programs  
(<http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/irpdp-pripf-eng.asp> )
- m. Executive Group (EX) and Governor In Council Appointees (GIC) – Relocation Provisions  
(<http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/eggca-gdpngc-eng.asp> )
- n. Documents outlined in j. to m. above can be found at:  
(<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/menu-reloc-reinst-eng.asp> )

### 1.7.2 Applicable to the Contractor's website

The following list of documents apply to the Contractor's website, all information contained on the GC and Employee portals and to the Information Management Expenditures Tracking System (IMETS) that is an integral part of the Contractor website:

- a. Information Management (IM) - Government Security Policy, found at:  
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12322> )
- b. Operational Security Standard: Management Information Technology Security (Management Information Technology Security), found at  
([http://www.tbs-sct.gc.ca/pubs\\_pol/gospubs/Treasury BoardM\\_12A/23recon-1\\_ew.asp](http://www.tbs-sct.gc.ca/pubs_pol/gospubs/Treasury BoardM_12A/23recon-1_ew.asp) )
- c. Treasury Board Information or Technology Standards (TBITS), found at:  
(<http://www.tbs-sct.gc.ca/ITS-nit/index-eng.asp> )
- d. Operational Security Standard – Business Continuity Plan Program, found at:  
(<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12324> )

### 1.7.3 Policy Updates

The Employee relocation policy provisions are outlined in the National Joint Council Relocation Directive, which is updated on a cyclical basis, generally every three years.

Canada will provide the Contractor as much advance notice as possible of impending policy and/or provision changes.

The Contractor must implement all policy or provision changes immediately upon receipt of notification of the change, or upon their effective date, whichever is later at no additional charge.

The Contractor will be responsible for ensuring that all Contractor-produced materials, deliverables and applications reflect the changes, within 60 days of notification of the change by Canada.

## **2.0 GENERAL SCOPE**

### **2.1 General**

The Contractor is responsible for a wide range of services to support this requirement. These are described in the subsequent sections of this document.

### **2.2 Support to Regions and Work Locations**

The Contractor must provide the required services to Canada from the Contractor's own site(s) via telephone, fax or email. The Contractor must provide services in both Official Languages.

### **2.3 Contractor Management Team**

The Contractor must recruit, staff, and train all necessary personnel.

The Contractor must provide a Program Delivery Manager responsible for leading the Contractor Team who must provide all the required services identified in the SOR. The number of team members and the composition of the team are the Contractor's responsibility. The Program Delivery Manager will lead the implementation, respond to questions from the Technical Authority (TA) throughout the Contract period and attend quarterly Performance Review Meetings in Ottawa (National Capital Region).

### **2.4 Hours of Operation**

The Contractor must provide all required services within time zones as follows:

- a. Direct access to the Contractor's Program Delivery Manager in the case of access by the Departmental National Coordinators (DNCs) or TA, and to the Employee-designated relocation counsellor in the case of access by the

Employee, in each Canadian time zone from 0800 to 1700 hours local time;  
and;

- b. Limited access, defined as direct access to an alternate person or a voice mail box with return call within 1 hour, before or after 0800 to 1700 hours local time, to provide opportunity for shift workers or access due to an emergency.

### **3.0 SERVICE DELIVERY PERIODS**

The Contractor must provide services under the following three delivery periods:

- a. Implementation Period;
- b. In-Service Period; and
- c. Out-Going Transition Period.

The following provides a brief overview of the requirements associated with each period.

#### **3.1 Implementation Period**

This 6 month period commences upon Contract Award, and is defined as the period from the date of Contract Award to the anticipated Service Effective Date (SED). The Contractor must undertake all necessary planning activities, including any transition from the Out-going IRP Contractor, to establish the processes, resources and infrastructure to support delivery of services in the In-Service Period, and to provide the required deliverables (detailed requirements for the Implementation Period are provided in Section 4).

#### **3.2 In-Service Period**

This period commences on the SED and encompasses provision and delivery of all the GCRSS services and requirements established in the Contract. The In-Service Period will end when the Out-going Transition Period commences.

The Contractor must perform the following functions (detailed requirements are provided in section 5):

- a. Provide relocation information, counselling and planning services to Employees in accordance with the National Joint Council Relocation Directive;
- b. Coordinate and manage subcontracts with TPSP; and
- c. Perform Financial management functions.

### **3.3 Out-Going Transition Period**

The Contractor must continue to manage all Employee files that were opened prior to the beginning of the Out-going Transition Period until each Employee file is closed or 1 year has elapsed from the date the file was opened, whichever comes earlier. Following the 1 year period, if there are Employee files that have not been closed, the Contractor must, at the discretion of the TA transfer the existing files to the new supplier or the DNC; requirements are outlined in Section 6.

## **4.0 IMPLEMENTATION PERIOD - DETAILED REQUIREMENTS**

The following sections provide specific details on the tasks to be performed by the Contractor, and the deliverables to be provided during this period. Deliverables should be provided in electronic format unless otherwise indicated.

### **4.1 Implementation Plan**

The Contractor must develop an Implementation Plan (“Plan”) within 10 days after contract award. Upon approval of the Plan by Canada, the Contractor must implement and manage all activities and milestones in accordance with the approved Plan.

As a minimum, the Implementation Plan must include:

- a. A Gantt chart detailing all activities to be completed, related milestones, persons involved in and/or responsible (the implementation management team, the on-going service management team, any oversight committees, working groups, TA, DNCs, etc.) to allow for an orderly ramp up to fully meet all requirements by the SED;
- b. Procedures or a methodology to ensure that on-going relocation files are accepted from the Out-going IRP contract or Canada (as applicable) and that all Employees are advised accordingly;
- c. All necessary activities required to be completed so that the Information Management Expenditure Tracking System (IMETS) is ready for implementation, successfully tested, certified and accredited at least 30 calendar days prior to the SED;
- d. A communication strategy that must define, establish and maintain ongoing communications with the TA throughout the Implementation Period and provide for regular contact with all DNCs to ensure smooth, efficient and uninterrupted transition between Contracts. All communication materials developed for circulation to DNCs must be in English and French and must have written approval of the TA prior to distribution; and

- e. Identification of any activities, information or documentation required from the Out-going IRP Contractor, including a proposed approach for handling on-going files or the transfer of files and financial Raw Data, and the schedule of activities to be completed between the Contractors.

The actions described above must consider existing contractual terms for transition between Canada and the Out-going IRP contractor as part of the phase-out activities and milestones. The TA and CA will coordinate and facilitate discussions between the Contractor and the Out-going IRP contractor as appropriate.

#### **4.2 Implementation Progress/Performance Review Meetings (PRM)**

The Contractor and appropriate Contractor personnel must attend bi-weekly PRMs with the Technical Authority (TA) and any other invitees deemed appropriate by Canada.

The Contractor must:

- a. Prepare, in consultation with the TA, and distribute the PRM Agenda listing the date, time, location, attendees' names, titles, and discussion items to be covered;
- b. Ensure appropriate Contractor personnel is included as determined by the Agenda items to be discussed;
- c. Submit the updated Implementation Plan prior to each PRM progress meeting, indicating the Implementation Plan activities that have taken place, those planned but that did not take place in the reported two-week period, and those that are planned for the following two-week period, major accomplishments, non-conducted planned activities and missed scheduled activities, describing reasons for the delay, current status of problems, and actions taken or planned to resolve the problems; and
- d. Update and distribute the Implementation Plan, by including the status of each action (Open or Closed), a description of the action to be taken, indicating who is responsible for action, and setting a target date. All items must remain open until a decision is recorded in the PRM Minutes to close the item.

In addition to the regularly scheduled meetings, the Contractor must ensure that all members of its Management Team (and particularly the Program Delivery Manager) are able to meet with Canada in Ottawa (National Capital Region) upon Canada providing a minimum of 24 hours' notice, during the Implementation Period.

Any costs (such as travel and living costs) incurred in the attendance of these meetings are the responsibility of the Contractor.

#### 4.3 Secure Website

The Contractor must develop and provide access to a secure website that will be used throughout the Contract period.

As a minimum, the website must:

- a. Include secure, password protected, separate portals for access and use by the GC (TA and each of the DNCs) and the relocating Employees;
- b. Be available and fully functional 10 business days before SED;
- c. Contain in the GC's portal, employee authorization capability, access to the IMETS, IMETS training and user manuals, standard reports and capability for specific report generation;
- d. Contain in the Employees' portal, GCRSS policy documents, Relocation Checklist Forms; Third Party Service Provider (TPSP) Directory and TPSP Fees;
- e. Contain the following GC supplied material and forms: Shipment of PMV forms, Crown Owned Housing forms, HG&E forms and Canadian Employee Relocation Council (CERC) Standard Residential Appraisal forms;
- f. Include a General Inquiries email functionality. An Employee email must generate an automatic response that the email has been received and stating that the Employee will receive a response to the inquiry within 1 business day. All inquiries must be answered within 1 business day (Note that the automatic response to the email is not considered an answer to the inquiry);
- g. Provide the functionality to search for documents or specific text within the documents and must provide user tips and tricks;
- h. Be designed and architected to ensure it can respond to the projected volume of user demands and must be available at the 95% level on a 24/7 basis over a period of one month, excluding scheduled maintenance activities. Maintenance must be scheduled so as to maximize system access. The Contractor must notify the TA at least 72 hours in advance of any scheduled maintenance that will render the system inaccessible; and
- i. Not display any advertising, marketing or promotional materials.

The website may also include information on destinations across Canada, housing availability, current market values for purchase/rent in the vicinity/neighbourhood selected, relocation tools such as cost analysis of renting versus purchasing and preparing a home/rent search plan, and other relocation-related information that would assist Employees.

#### 4.4 Information Management Expenditure Tracking System (IMETS)

The term IMETS is used by the GC to refer to the Contractor's expenditure tracking system, adapted by the Contractor to meet the SOR requirements.

The Contractor can use its own internally developed system or a commercial off the shelf database application, and modify it to meet all of the requirements stated in this SOR and the requirements of managing the GCRSS.

The Contractor must provide Canada with documentation related to the IMETS including the: data dictionary, data model, data structures, record layout and business rules, at least 10 days prior to the SED. All applications, programs and databases used by the Contractor must have file export capability into MS Access, MS Excel or MS Word.

##### 4.4.1 IMETS Requirements

The IMETS must:

- a. Be located in Canada or in a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or in a country with which Canada has an International bilateral industrial security instrument. The *Privacy Act* places limits on the collection, use and disclosure of personal information by federal government institutions. It also gives Canadians the right to access and correct personal information about them that is held by institutions.
- b. Record and track all Employee relocation information and all categories of relocation financial provisions or expenses (financial expenditures) in accordance with the expense categories and cost elements found in Table 1 in Appendix 4 of this document;
- c. Be accessible via the Contractor secure website to the TA, DNCs, and all authorized Employees in a restricted, read-only manner. The TA and CA must be provided an account to view all Departments' data and generate reports. The DNCs must be able to view only their Department data and generate reports. Each Employee must be able to view or monitor only their own file administrative information and financial details or expenditures;
- d. Be designed and architected to ensure it can respond to the projected volume of user demands and must be available at the 95% level on a 24/7 basis over a period of one month, excluding scheduled maintenance activities. Maintenance must be scheduled so as to maximize system access. The Contractor must notify the TA at least 72 hours in advance of any scheduled maintenance that will render the system inaccessible;
- e. Be backed-up on a daily basis to prevent loss of data; and

- f. Comply with the Security Requirements stated in the Contract.

#### 4.4.2 IMETS Reporting Requirements

The IMETS must:

- a. Include standard reports that can be generated by the TA and DNCs, by Department or in aggregate, by utilizing the Expense Categories and Cost elements found in the tables in Appendix 4 of this document;
- b. Include a query tool and on-line tutorials to assist users in the generation of user-defined “on-demand” reports; and
- c. Include, but not limited to, the following reports, by Department, for the Government of Canada as a whole, and by type of relocation:
  - i. Authorizations Report, providing a summary of all files opened by the Contractor within user-specified period;
  - ii. Total relocation cost per user-defined period, including Flow-Through Costs and Fees separately or combined;
  - iii. Number of relocations;
  - iv. Monthly and Annual Open, On-Going and Closed Relocation File Report;
  - v. Detailed Expenses Category Report, providing total relocation cost by major expenses category in aggregate or by Employee, such as home sale, home purchase, travel, interim lodgings and meals, TDRA etc.;
  - vi. Total relocation cost within each of Core, Customized and Personalized Envelopes;
  - vii. Average cost of relocation for each of homeowners and renters;
  - viii. Monthly Accountable Advance Report, including name of Employee who was issued an advance, File Number of the Employee, Employee origin and destination, amount of the advance, date advance issued and reason for the advance;
  - ix. Overpayment Recovery Report detailing overpayments to Employee;
  - x. Overpayment Recovery Report detailing overpayments to TPSP;
  - xi. DNC Approval Status Report identifying and reporting, by Expense Category and Expense Category Subtype, any cost requiring resolution or rectification by the DNCs or TA;
  - xii. DNC Report detailing the taxable benefits for each employee;

- xiii. Annual Open Relocation Expenses Report, on Fiscal Year end, all open relocation expense claims, open advances, supplementary expense claims for on-going open provisions/allowances amounts, and TPSP invoices; and
- xiv. Flow-Through Costs Total Report.

#### **4.4.3 Website and IMETS Disaster Recovery and Business Continuity Plan**

The Contractor must develop a Disaster Recovery and Business Continuity Plan. The Plan must incorporate processes and procedures to ensure that the website information and IMETS data are protected from loss or destruction in the event of occurrences such as hardware failures, power failures, data transmission failures, or total loss of the facility where the website and IMETS infrastructure is located. This must include daily back-up of data.

The Plan must incorporate processes and procedures to ensure that GCRSS services continue to be delivered and that response times to Employees are met as per the requirements of the SOR for the period that the website and IMETS are unavailable.

#### **4.4.4 Website and IMETS Testing**

The Contractor must conduct testing and demonstrate to Canada's satisfaction that the website and IMETS application complies with all the requirements defined in the SOR and Contract. During the execution of the Test Plan, the TA, DNCs, and their delegated representatives may witness or participate in testing as required. The testing must:

- a. Be conducted in sufficient time to allow for modifications to the website and IMETS to meet the requirement that they be ready for implementation, successfully tested, certified and accredited at least 10 calendar days prior to the SED;
- b. Encompass all levels of testing, simulate all services, processes and procedures, demonstrate functionality to support TA, DNC and Employee service requirements described in this SOR, including generating all required reports;
- c. Comply with website and IMETS applicable documents and must mirror the architecture and configuration of a production environment;
- d. Demonstrate the effectiveness of the planned financial controls described in the SOR that ensure that Employees receive the appropriate provisions, i.e. no more and no less than specified by the provisions of the applicable policies;
- e. Demonstrate that website and IMETS is sufficiently robust to handle the number of relocations throughout the in-service period;

- f. Include a Threat and Risk Assessment of the website and IMETS systems and services before the SED. Results of this assessment must be provided to the TA in the form of a Threat and Risk Assessment report. The Contractor is responsible for correcting any deficiencies identified through this assessment; and
- g. Demonstrate that the Disaster Recovery and Business Continuity Plan processes and procedures objectives are met.

The Contractor must provide all required materials, facilities, and personnel to complete the simulation exercise.

The Contractor is responsible for correcting any deficiencies. Once all remedial actions have been taken and deficiencies rectified by the Contractor, a Final Certification Report must be submitted to the TA. The TA will approve the IMETS services before the system goes into production use.

Canada may request that another test and simulation occur to ensure that IMETS is ready to function and fully implemented.

#### **4.4.5 Notification of the Creation of website / IMETS User Accounts**

The Contractor must provide notification at least 10 days prior to SED that the web site / IMETS accounts have been created as follows:

- a. User Accounts must be password protected. Each of the TA, DNC, Departmental Regional Coordinators (DRC) where applicable, and each Employee must have access the portions of the website / IMETS that applies to each of them.
- b. The Contractor must provide one account per TA, DNC and each Employee for both the website and IMETS access. In other words, the Contractor must not provide one user account per user for the website and another user account for the IMETS. Additional accounts must be created as required when new DNCs are appointed or for each additional Employee.

#### **4.4.6 Website and IMETS User Training and Support**

The Contractor must develop website / IMETS user training tools and support at least 10 days prior to SED.

The Contractor must:

- a. Develop and provide English and French on-line user tools outlining all steps and procedures required to access and use the website / IMETS effectively, utilizing screen shots, information videos and/or visual representations where appropriate;

- b. Update each tool when required throughout the life of the Contract, due to modifications made to the IMETS application;
- c. Maintain a current version of each tool, manual or other documents used to assist in the user interface on the secure website for DNCs; and
- d. Provide help desk support via a toll free telephone number to assist users with the use of the website / IMETS in each Canadian time zone from 0800 to 1700 hours local time.

#### **4.5 Third Party Service Providers (TPSP)**

In order to provide the full slate of services required by the SOR, the Contractor must arrange and manage various subcontracts with TPSP for the following services: realtors, lawyers, notaries, home inspectors, appraisers and rental search agencies. The subcontracts are to be between the Contractor and the TPSP. Note that the GC is not a party in these subcontracts.

The Contractor will have access to the 2009 IRP Contract TPSP Directory, which includes over 11,000 TPSP in every province and territory across Canada (a table depicting the number of TPSPs in Canada by type and location may be found in Appendix 1) for the sole purpose of helping the Contractor in preparing and maintaining the TPSP. As the TSPS Directory is the property of the GC, it cannot be sold or provided to another party.

During the Implementation Period the Contractor must:

- a. Arrange various subcontracts with TPSP within Canada where GC employees are likely to be relocated. Note that in isolated locations where GC has crown-owned housing, TPSP are not required;
- b. Using the maximum rates provided by the Contractor in Annex B, ensure that TPSP adhere to the maximum rates/fees for required services. As indicated in 1.4, the Contractor is not permitted to collect referral fees from TPSP and is not permitted to charge the TPSP for network, audit or any other fees for their participation in the TPSP Directory. Where travel is required for the TPSP in remote locations, the travel costs must be included in the maximum rates. No additional travel costs above the maximum rates will be permitted;
- c. Ensure that any TPSP who is accepted into the directory meets the following minimum service level requirements:
  - i. Licensed to provide such services. Certifications are provided below as reference in this SOR, however as the name of designations, certifications and licensing bodies change, it is the Contractor's responsibility to ensure that certifications are accurate and appropriate for the service at all times;

- ii. Preference will be given to local service providers if they agree to deliver the services as per the terms and conditions of the GCRSS;
  - iii. Realtors must have the required certification in their jurisdiction and have a minimum of 2 years' experience;
  - iv. Lawyers must be members in good standing of the provincial bar association, have a minimum of 2 years' experience in real estate law;
  - v. Notaries must be members in good standing of the applicable certification board such as “la Chambre des notaires du Québec” or the Society of Notaries Public of British Columbia and have a minimum of 2 years' experience;
  - vi. Appraisers must be members in good standing of appraisal institutes such as AIC or CNAREA, visit the applicable property within 5 business days of the request from the Employee or on the date requested by the Employee if later, complete the CERC Residential Appraisal form and provide the completed report including exterior and interior photos to the Employee within 10 business days of the visit to the property;
  - vii. Inspectors must be members in good standing with licensed institute such as CAHPI, CanNHICC or equivalent;
  - viii. Rental search service providers must have a minimum of 2 years' experience in rental search or be an accredited real estate agent;
  - ix. Meets the privacy, security and data requirements as defined in this SOR;
  - x. Agrees to be contacted directly by the Employee. Note that the Contractor will not be contacting the TPSP directly and may not recommend a particular TPSP. The Contractor will be receiving the invoice from the TPSP and paying the invoice to the TPSP;
  - xi. Agrees to return Employee calls or emails within 8 business hours;
  - xii. Complies with the maximum rates/fees established by the Contractor; and
  - xiii. Prepares and sends to the Contractor one invoice per Employee, including the file number to allow the Contractor to identify the Employee, and broken down by IMETS categories to allow the Contractor to accurately post the amounts to IMETS.
- d. Develop the TPSP Directory in both Official Languages, including rates/fees, and ensure that the Directory is available on the website, accessible by Canada and employees, at least 1 month prior to SED and at all times during the

Contract period.

#### **4.6 Relocation Checklist**

The Contractor must provide a Relocation Checklist to track all information, advice and counsel that the Contractor provides to each Employee on applicable GCRSS allowances, provisions and constraints. The Relocation Checklist must include an area for the Employee's digital or actual signature, to provide confirmation that the Employee and the Contractor are in agreement with the information, advice and counsel that was provided to the Employee, at each step throughout the relocation process.

The Contractor must provide a draft of the Relocation Checklist to the TA at least 30 days prior to the SED, for approval by the TA. Modifications, if any, must be finalized at least 10 days prior to the SED. The Relocation Checklist must be included on the Employee and TA/DNC portals on the website.

#### **4.7 Performance Measurement Plan**

The Contractor must meet or exceed the required service levels identified throughout Section 5 as they pertain to the delivery of each service. During the Implementation Period, the Contractor must prepare a Performance Measurement Plan that describes how the Contractor will measure each service level, define the indicators and set processes for improvement, at least 30 days prior to the SED, for approval by the TA. Modifications to the Plan must be finalized at least 10 days prior to the SED.

As a minimum, the Contractor must include the following in the Plan:

- a. Send to each Employee within 2 weeks of the file closure for that Employee, the GC service quality survey; results of which will be used to determine the quality of the services provided ;
- b. Measure and report on the speed of payments to Employees;
- c. Measure and report on the timeliness of initial contact and on-going contact with Employees; Initial contact refers to the first counselling session, not the automatic email response;
- d. Ensure the bilingual capability of client-service representatives; and
- e. Measure and report on the accuracy of invoicing.

#### **5.0 IN-SERVICE PERIOD - DETAILED REQUIREMENTS**

The following section provides specific details on the tasks to be performed by the Contractor and the deliverables provided during this phase.

## **5.1 Transfer of Open Files from the Out-going IRP Contractor**

On the SED date the Out-going IRP Contractor will start a one-year period to close files opened during the IRP contract.

At the end of the one-year close-out period, the Out-going IRP Contractor will transfer the remaining open files, if any, initiated by the Out-going IRP Contractor, but not yet completed to the Contractor. The Contractor must assume full responsibility for all transferred files.

The Contractor must:

- a. Develop recommendations for the process and timing of the physical transfer of files from the Out-going IRP Contractor and provide them to the TA;
- b. Review all the files and confirm the status of each relocation and file;
- c. Ensure all documentation to support the expenditures are contained within the files; and
- d. Ensure continuity of service with the Employee being relocated.

Canada will provide the Contractor with Raw Data in one of the following formats: MS Access; MS Excel or MS Word, according to the schedule that must be agreed upon by all parties.

The Contractor must convert (as required) and load the Raw Data for the open files into the IMETS. The Contractor is responsible for:

- a. Providing a conversion methodology and system to convert all Raw Data to the IMETS;
- b. Validating that all required Raw Data conversion and loading are accurately and fully completed and that full historical continuity of data is achieved; and
- c. Developing proposed work-around plans in the event that complete data conversion is not possible.

## **5.2 Employee Relocation Authorization Process**

The DNC will “authorize” its Employee relocations by on-line authorization via the Contractor's secure website. The Contractor must:

- a. Ensure that the appropriate authorization has been provided before commencing Relocation Services;

- b. Reply automatically to the DNC that the on-line authorization has been received;
- c. Assign a unique Contractor-generated tracking number that identifies both the Department and the Employee; hereafter referred to as the File Number. This number and the Employee's personal data must be entered into the IMETS. All files must be identified, traceable, and reportable by the File Number; and
- d. Prepare a Relocation Checklist for the Employee.

### **5.3 Communication with Employee**

#### **5.3.1 Initial Contact with Employee**

The Contractor must within 1 business day of receiving the Employee's contact information, which occurs at file authorization:

- a. Establish contact with the Employee by email or telephone; sending a system generated or automated email to the Employee does not equate to establishing contact;
- b. Inform the Employee about the Collection of Personal Information, either by phone, noting the time, date and name of the consenting Employee, or via email, and request and obtain the signed consent form from the Employee;
- c. Obtain from and confirm with the Employee all required personal information and its accuracy;
- d. Provide the Employee with his/her unique access code to Employee portal within the Contractor's website; and
- e. Schedule a relocation planning consultation call with the Employee.

#### **5.3.2 Relocation Planning Consultation**

The Contractor must provide the Employee, on the date and time scheduled with the Employee as per 5.2.1 e. above, relocation information and counselling and planning services in accordance with the policy and based on any element of the GCRSS that relates to the Employee's personal needs or circumstances.

This must include, but is not be limited to:

- a. An overview of the provisions of the GCRSS that pertain to the Employee, based on whether the Employee qualifies for the provisions of the NJC Relocation Directive in its entirety, is an Initial Appointee qualifying for up to \$5000 of reimbursement of some relocation-related expenses identified in the Integrated Initial Appointee Relocation Program or is undertaking an

Employee-requested Relocation subject to reimbursement of up to \$5000 in accordance to Part XII of the NJC Relocation Directive.

- b. An overview of the GCRSS in general, including eligibility, Core/Customized/Personalized fund approach and the relocation process;
- c. Details on all applicable GCRSS allowances, provisions, services and constraints, including the preparation of expense report submissions, the expense summary and the final relocation expense claim;
- d. Details on funding envelopes, including details of how each of the customized and personalized funds are calculated, expenses that are reimbursable under each fund and various options within the funds;
- e. Calculation of an initial estimation of the total relocation expense account (claim) cost, based on the calculation of the Core, Custom and Personalized envelopes in accordance with each Employee applicable policy and specific circumstances/needs, for review with and concurrence by the Employee, and placing a copy of the estimate on the Employee file;
- f. Provision of the Directory of available TPSP, explaining how to search through the TPSP Directory for TPSP specific to the Employee's origin and destination locations; the Contractor must not refer the Employee to specific TPSP;
- g. An explanation of the Employee's responsibilities when using service providers not included in the TPSP Directory;
- h. Explain that the Employee is to make all his/her own travel arrangements for House Hunting Trips (HHT), Destination Inspection Trips and Travel to New Location in accordance with the TBS Travel Directive, for Employee and family members/dependants;
- i. Answers to questions; and
- j. Suggestions and recommendations on any element of the relocation process or policies.

### **5.3.3 Relocation Information, Counselling and Planning Services**

Throughout the Employee's relocation process, the Contractor must:

- a. Reinforce the information provided in the initial counselling session to ensure that the Employee understands the policy and processes;
- b. Respond to Employee questions regarding the policy and processes within 1 business day;

- c. Provide guidance to the Employee about policy provisions, their eligibility, their maxima and their process, including, but not limited to the following:
- i. House Hunting Trip, Interim Accommodation, Meals and Miscellaneous Relocation Allowance (IAM&MA), and Travel to the New Location. NOTE: Commercial travel arrangements for Initial Appointees will be coordinated by departments and Receipts will be provided to the Contractor by the appointee. For employees, commercial travel arrangements and reimbursement of Receipts will be coordinated by departments and do not require reimbursement by the Contractor.
  - ii. Rental Accommodation at origin and destination, with assistance from rental search agency to sublet at origin or find accommodation at destination;
  - iii. Home Sale, including the 10% Home Sale Assistance based on the difference between the appraised value of principal residence at origin and the actual selling price if lower. The Employee obtains one appraisal and the Contractor is not required to review the appraisal for accuracy;
  - iv. Temporary Dual Residence Assistance (TDRA), applicable to renters and homeowners;
  - v. Home Equity Assistance (HEA) based on the difference between the original purchase price and the sale price if lower. Note that this provision is rarely used (for example, in 2014 there was only one case) and when it is used, it is reimbursed through the Employee's Personalized Fund;
  - vi. Purchase of Replacement Residence, including the reimbursement of expenses and explanations about the Home Relocation Loan and the Mortgage Interest Buy-down. The Contractor must determine if the mortgage is portable or not and obtain proof from the employee in order to apply the Mortgage Interest Differential to the correct Employee fund;
  - vii. Note that the Shipment of Household Goods and Effects is part of the NJC Directive, however the Contractor will not be handling any aspect of the arrangements. The departments handle all aspects regarding this provision;
  - viii. Employee-requested relocations and Other Types of Relocation within Canada, including moving to an Isolated Post (refer to 1.7.1 for list of isolated posts with or without crown housing)

Throughout the relocation process, the number of calls with the Employee will be determined by the type of relocation and based upon the customized or personalized needs or services required by each Employee.

#### **5.3.4 Employee Completion of Relocation Checklist**

The Contractor must prepare a Relocation Checklist identifying all the provisions of the GCRSS applicable to the Employee, on which the Contractor briefed the Employee. The Relocation Checklist must be part of the Employee portal on the Contractor website. The purpose of the Relocation Checklist is to ensure that the Employee acknowledges having received the counselling and has a satisfactory understanding of the GCRSS and the use of the TPSP Directory.

The Relocation Checklist must be signed and dated by the Employee. The signature may be a digital signature or acknowledgement on the Contractor website. The Employee must have access to the signed or digitally signed copy after each call. The DNC must have access to the signed or digitally signed copy of the Relocation Checklist at any time during and following the relocation process.

#### **5.3.5 Needs and Services Destination Information**

The Contractor, in conjunction with appropriate TPSP, must provide for the Employee, Needs and Services Destination Information unique to the Employee geographical relocation.

This information may be made available on the Contractor's website for access by the Employee. If information is not available on the Contractor's website, the information must be provided within 7 calendar days from receipt of the request from the Employee. The Needs and Services Destination Information for the destination location must include, but is not limited to, housing availability, preparation of a home/rent search plan, current market values for purchase/rent in the vicinity/neighbourhood selected, as well as information on schools, cultural and recreation activities/facilities, sports, community services, churches, seniors' facilities, etc.

#### **5.3.6 Accountable Advances**

The Contractor must ensure that the following functions are performed for all advances:

- a. Evidence of the Employee advance request must be placed on the Employee's file;
- b. Funds must be received by the Employee within 10 business days if paid by cheque, or 3 business days if by electronic funds transfer;

- c. Funds may be advanced upon request, but must not be advanced more than 21 days prior to a HHT or Travel to New Location;
- d. The amount of the advance must not exceed the amount estimated to cover the authorized expenditures;
- e. Where the advance issued is greater than the actual amount expended, the overage must be recovered from the Employee's final claim; where the advance issued is less than the actual amount expended, the difference must be reimbursed to the Employee. The final claim must support the action taken;
- f. In the event of an overpayment to the Employee, the overpayment is a debt due to Canada and the Contractor must recover these debts following the steps listed below:
  - i. Contact the Employee and inform him/her of the requirement to repay the debt due to Canada within 30 days to the Contractor;
  - ii. If no repayment has been received within 30 days, the Contractor must contact the Employee, by registered letter, stating the details of the debt to Canada and the requirement for repayment within 30 days from the date of receipt of the registered letter and that, if no arrangement is made to repay the amount within that time, the debt will be recovered from the Employee by way of set-off or other legal means available to Canada;
  - iii. If the above attempts to recover the debt to Canada are unsuccessful, in whole or in part, the Contractor will no longer be responsible for any further collection action. The Contractor must forward the file, including written evidence of the collection action taken, such as notices, letters, registered letters, and amounts recovered, if any, to the appropriate DNC for further collection action; and,
  - iv. Any amount recovered by the Contractor through these actions must be credited to the employee's file;
- g. The advance must be recorded and tracked in the IMETS and cross-referenced to the Employee account and reconciled against the final claim;
- h. All advances must be accounted for on a monthly basis; and
- i. All advances must form part of the Monthly Accountable Advance Report.

### **5.3.7 Expense Claim Verification**

- a. The Contractor must ensure that when processing claims, the following verification process occurs:

- i. The claim is supported by Receipts;
  - ii. Receipts are not provided, a personal statutory declaration has been obtained from the Employee for the expense amount being claimed. All declarations require DNC approval prior to payments and Final Statement of Account preparation;
  - iii. Claim is supported by all relevant information/documentation, as provided by the Employee;
  - iv. All expenses submitted are valid relocation expenses in accordance with the applicable GCRSS policy;
  - v. The responsible Department DNC has approved any amounts being claimed but not provided for by the GCRSS policy;
  - vi. All expenses must be recorded in the IMETS for the specific Employee file.
- b. When preparing claims for final settlement, the Contractor must ensure that steps in paragraph 5.2.7 a) are followed and:
- i. All advances have been included in the final settlement calculation. Where the total amount of the advance(s) exceeds the total amount of the claim, the Contractor must recover the difference from the Employee. In all other situations, the total amount of the advance(s) must be subtracted from the total amount of the claim and the Employee reimbursed the difference;
  - ii. Once the claim is finalized, signature of the Employee must be obtained prior to submitting the claim for approval to the applicable DNC; and
  - iii. Following receipt of DNC approval, the Contractor must provide claim reimbursement in accordance with the Employee-preferred method of payment. Electronic Funds Transfer claims must be reimbursed within 3 business days. Payments by cheque must be received by the Employee within 10 business days.

### **5.3.8 Financial Management**

The Contractor must:

- a. Account for all financial transactions for each Department on the basis of the government's Fiscal Year which is from 1 April to 31 March of the following year;
- b. Record and track in the IMETS all financial transactions and expenditures, ensuring that all financial accounts, costs and expenses are validated,

reconciled, processed accurately, cross-referenced and that duplication prevention controls are implemented;

- c. Ensure that all expenditure transactions are assigned to the appropriate Expense Category and Expense Category Subtype listed in Table 1 of Appendix 4 to enable the generation of financial reports in IMETS;
- d. Determine for each employee the taxable nature of and the total amount of taxable benefits for all GCRSS provisions adhering to Federal and Provincial Income Tax Acts for each calendar year from 1 January to 31 December. Provide a report to each DNC which outlines the detail of how taxable benefits were calculated for each Employee;
- e. Within 5 business days of discovery, take corrective action to recover overpayments, duplicate payments, and erroneous payments to the Employee;
- f. In accordance with Generally Accepted Auditing Standards (GAAS), conduct financial inspection and verification of all financial transactions, and send financial information to DNC, who in turn will authorize the closing of the file; and
- g. Cooperate with the DNC to recalculate expenses or respond to questions, in the event of a financial audit or a question by the DNC regarding the veracity of an expense.

## **5.4 Third Party Service Providers (TPSP)**

### **5.4.1 On-Going Management of TPSP**

The Contractor must manage the various subcontracts with TPSP. The Employee will select and make arrangements for required services directly with the TPSP. The TPSP will be submitting invoices directly to the Contractor for payment, unless otherwise requested by the Employee.

- a. For each employee home listed for sale with a TPSP realtor, the realtor must provide a full range of services including:
  - i. Marketing advice, including research on listing and sales to establish a competitive and attractive list price;
  - ii. Suggestions on de-cluttering, de-personalizing, staging, repairing, showing the home to optimize its look, inside and out;
  - iii. Writing of description of property and amenities;
  - iv. MLS listing;
  - v. Signage for front yard and for open houses;

- vi. Advertising in local newspapers, and in the case of unique properties in national newspapers;
  - vii. Provision to the contractor and posting on the IMETS 30-day marketing reports providing information on the number of comparable listings, sales activity and any factors impeding the sale of the home;
  - viii. Open houses;
  - ix. Attendance at visit;
  - x. Receipt and negotiation of offers on behalf of the seller;
  - xi. Assurance that surveys are current;
  - xii. Presence at the closing.
- b. The Contractor must ensure that prior to authorizing any TPSP invoices for payment, the following verification functions are performed:
- i. Ensure that all invoices include the service provider's name and address, invoice date, invoice due date, date services performed, details of services, subtotal of amounts charged and owed, GST amounts and total costs owing;
  - ii. Determine if the invoice is from an established TPSP Directory service provider and if so, that the fee charged is no greater than the Contract's Ceiling Price. If the invoice is from an Employee-selected service provider not in the TPSP Directory, and the fee charged exceeds the Contract's Ceiling Price, the overage paid must be deducted from the Employee's final claim;
  - iii. Obtain certification from the Employee that the goods have been supplied or the services rendered. In many cases, the TPSP obtains the Employee signature on the certification form prior to or immediately following having provided the service and will submit it to the Contractor with their invoice. If such signed verification form is not included with the invoice, the Employee must provide certification on-line through the Contractor website;
  - iv. Verify that the goods or services received are in accordance with the specifications, performance levels, quality, and all other terms and conditions of the Contract;

- v. Determine, by inspection and comparison of the file, whether the invoice is unusual or out of the ordinary, and report any unresolved anomalies on the DNC Approval Status Report;
- vi. Verify that invoices are mathematically correct;
- vii. Verify that GST or the Harmonized Sales Tax, as applicable, are appropriately calculated and applied, and that the invoice does not include Provincial Sales Tax;
- viii. Ensure that the payment of the account will not result in a duplicate payment and that all invoices are stamped “paid”;
- ix. Certify that all invoices have been verified. Notification of the date of verification, name of the person who verified the invoice for payment must be indicated on the Employee on-line file;
- x. Ensure that the person authorizing the payment is not the same person who certified the invoice for payment; and
- xi. All expenditures are recorded in the IMETS and cross-referenced to the Employee File Number.

#### **5.4.2 Management of Non-TPSP Service Providers**

The Contractor must continually add and recruit new TPSP throughout the Contract period and update the on-line TPSP Directory.

When an Employee selects a service provider not in the Contractor’s Directory, the Contractor must contact the service provider in order to provide it with the terms and conditions of the GCRSS, including prices, and invite the service provider to join the TPSP Directory. The service provider is not required to join, but a supplier is not a TPSP, as defined in the Contract, unless registered in the Contractor’s Directory.

In the event that the Employee selects a service provider that is not listed in the TPSP and the service provider charges a fee that is in excess of the maximum amount listed in the TPSP Directory, the Contractor must advise the Employee that the Employee will only be reimbursed for the maximum fee and that the Employee is responsible to pay the excess amount.

### **5.5 Performance Measures and Review**

#### **5.5.1 Performance Measures Report**

The Contractor must provide a quarterly report on Performance Measures within 15 days after month-end. The report must include all elements of the Performance Measurement Plan.

### **5.5.2 Performance Review Meetings**

The Contractor must participate in quarterly Performance Review Meetings with the TA and CA in Ottawa (National Capital Region). DNCs may also attend the Performance Review Meetings on occasion. Additional meetings may be required to respond to urgent contractual issues or concerns. The Contractor is responsible for the preparation and distribution of the meeting agenda and minutes.

### **5.5.3 Performance Review Minutes and Action Items**

The Contractor must provide, within 15 days after the meeting, minutes of the meeting and an action plan to improve activities that are not meeting quality objectives.

### **5.6 Closed Files**

The Contractor must provide all closed relocation files within 7 days to the applicable DNC, respecting the file's security classification. Storage of closed files is the responsibility of the applicable DNC.

## **6.0 OUT-GOING TRANSITION PERIOD DETAILED REQUIREMENTS**

The following sections provide specific details on the tasks to be performed by the Contractor and the deliverables provided during this phase.

### **6.1 Management of On-going Employee Files**

The Contractor must maintain and perform all services as detailed in the SOR for all Employees whose files were opened prior to the beginning of the Out-going Transition Period until each Employee file is closed or 1 year has elapsed from the date the file was opened, whichever comes earlier.

The Contractor must maintain the quality of services in order to meet the service level requirements.

### **6.2 Out-Going Transition Period Plan**

In order to ensure continuity and a smooth, efficient and complete transition to a new Contract, the Contractor must 1 month prior to the end of the 1 year Out-going Transition Period:

- a. Meet with the CA and TA to discuss and confirm cut-off procedures for services, Accounts Payable, calculations of taxable benefits, correspondence or issues raised following the transfer of files;
- b. Provide IMETS information and knowledge transfer to the subsequent supplier, including, but not limited to, explaining file layout and status, applicable data fields and specific administrative procedures or practices, which are not proprietary to the Contractor to ensure continuity of service after the Contract expiry date;
- c. Prepare draft communication, indicating to the Employee that the subsequent supplier will be in contact with the Employee, providing the name of the subsequent supplier and outlining outstanding relocation process information, to be reviewed and approved by the GC;
- d. Establish procedures and processes to address the subsequent delivery from TPSP, invoices and other GCRSS correspondence;
- e. Establish procedures for addressing correspondence and invoices delivered to the Contractor after Contract expiry; and
- f. Establish how correspondence addressed to the Contractor will be handled/forwarded after SED.

### **6.3 Transfer of On-going Employee Files**

Should there be Employee files still open at the end of the 1 year period, these files will need to be transferred to the subsequent supplier at that time.

In the event that Employee files need to be transferred, the Contractor must 1 business day prior to the end of the 1 year Out-going Transition Period:

- a. Transfer all physical files, if any, electronic data, scanned documents, IMETS data and all other information pertaining to each on-going Employee file to the DNC and to the subsequent supplier,;
- b. Ensure that all paper files or documentation for on-going Employee files are filed in boxes and clearly labelled to facilitate unpacking. All files or documentation, in formats acceptable to Canada, must be delivered at the destination and time designated by each applicable DNC, at no additional cost to Canada;
- c. Communicate with each Employee by phone and by email using the communication approved by the GC;
- d. Provide the TA a list of all Employee files that are transferred, identifying the Employee file number, Employee Name and Department.

#### **6.4 Out-Going Transition Period Activities**

In order to ensure continuity and a smooth, efficient and complete transition to a new Contract, the Contractor must 1 business day prior to the 1 year Out-going Transition Period:

- a. Transfer complete electronic files including financial records, and address any data conversion issues;
- b. Transfer the IMETS data, including data dictionary which includes but is not limited to data structures, data domains and data-related process;
- c. Close GCRSS related bank accounts;
- d. Provide 2 electronic versions of the TPSP directory to the TA and CA, one with and one without negotiated rates;
- e. Calculate taxable benefits for each Employee and provide a report to the applicable DNC;
- f. Transfer all physical files, if any, electronic data, scanned documents, IMETS data and all other information pertaining to each closed Employee file to the DNC;
- g. Ensure that all paper files or documentation are filed in boxes and clearly labelled to facilitate unpacking. All files or documentation, in formats acceptable to Canada, must be delivered at the destination and time designated by each applicable DNC, at no additional cost to Canada;
- h. Be responsive to all TA requests in further development and execution of the Out-Going Transition Period Plan in order to ensure smooth transition.

#### **6.5 Responsibilities of Canada**

The TA will be responsible for verifying the completion by the Contractor of all technical requirements and for reviewing and approving (as required) all final deliverables, such as the TPSP Directory, the IMETS data dictionary, all GCRSS data, all copyright materials, GCRSS documentation, and relocation files returned by the Contractor. The TA, through the CA, will also advise the Contractor where and when the completed files and on-going files, if any, are to be delivered.

#### **6.6 Response to queries regarding Out-going Transition Period activities and progress**

Throughout the transition period, there may be occasions where questions arise from Canada and/or the subsequent supplier, which may not have been addressed in the Out-Going Transition Period Plan.

In these instances, the Contractor must:

- a. Respond to queries regarding Out-Going Transition Period activities and advise on progress on a bi-weekly basis. The Contractor must advise Canada immediately concerning problems & potential delays during the Out-Going Transition Period;
- b. Immediately advise Canada in writing of any issues or concerns raised by queries that cannot be answered by the Contractor; and
- c. Provide to the TA and DNCs a monthly summary report of the queries received from either Canada or the subsequent supplier with the time of receipt, response and proposed resolution.

#### **6.7 Performance Review Meetings**

The Contractor must attend bi-weekly, progress review meetings with the subsequent supplier, TA, CA, DNCs, and any other invitees deemed appropriate by Canada.

The Contractor must:

- a. Prepare and distribute the agenda and minutes;
- b. Report on progress made on implementing the Out-Going Transition Period Plan;
- c. Provide to Canada, in writing, data or information necessary for these meetings at least 2 business days in advance of the meeting; and
- d. Respond to all action items applicable to the Contractor.

#### **6.8 Status Report on all Files**

The Contractor must on the last business day prior to Contract expiry date, provide an up to date status report to each DNC that includes all completed files and the status of on-going files, in a format acceptable to Canada.

#### **7.0 ADDITIONAL WORK REQUIREMENTS**

The Contractor may be required to provide the following Additional Work Requirements during the Contract period. The inclusion of any of the identified Additional Work Requirements will be incorporated in the Contract by the CA through a formal contract amendment. All Additional Work Requirements will be subject to negotiation between Canada and the Contractor. While it is not possible to

determine all Additional Work Requirements, the following provides an indication of the anticipated requirements:

- a. Participation of the Contractor at the invitation of Canada to information sessions beyond what is already outlined in the SOR, including but not limited to sessions regarding major changes to the GCRSS, group move discussions and other topics;
- b. Re-calculate and issue any retroactive claim allowance adjustments as a result of policy provision changes or salary adjustments.

## APPENDIX 1 USAGE OF BENEFITS

The following tables present an overview of the usage of some benefits in the NJC Relocation Directive.

### List of Benefits not used in the NJC Relocation Directive

x = benefits available but not used by funding envelope based on analysis of files authorized from April 1, 2014 to March 31, 2015

Benefit Description	Core	Custom	Personalized
2nd Mtg Unsold res. Adm/legal		X	X
Appraisal Fee			X
ATM Charges	X	X	X
Attending/Power of Attorney-P		X	
Attending/Power of Attorney-S		X	X
Bridge Financing Admin/Int	X		
Cleaning at Dest. for renter			X
Cleaning at Origin			X
Commuting Assistance mileage	X		
Crating Charges			X
Credit verification	X	X	
Dept recovery unsuccessful			X
DMF-HIT/AAT Lodging dependants			X
DMF-HIT/AAT Trip			X
DMF-Return to Finalize Sale			X
DMF-Special Approved IAM&MA		X	X
DMF-Spousal Employment Service		X	X
DMF-Unaccompanied Move		X	
Drivers License Plates/Fees		X	X
Electrical Conversions serv.			X
Finalize Sale - Commer.Trans	X		
HHT - Dependant care			X
HHT - Lodging RV	X	X	X
HHT - Pet boarding			X
HHT - road tolls		X	
HHT - Transport dependants			X
HHT - Transportation Boat	X	X	X
HHT - Transportation Bus		X	X
HHT-Local Commercial Transport		X	X
HHT: Phone/Fax/Internet		X	
DHIT - Lodging dependants			X

DHIT - Lodging Private			X
DHIT - Lodging RV	X		X
DHIT - Transport dependants			X
DHIT - Transportation Boat	X		X
DHIT - Transportation Bus	X		X
DHIT Car Rental			X
DHIT Commercial Transport	X		X
DHIT Dependant care	X		X
DHIT Gas Expenses			X
DHIT Mileage			X
DHIT Mileage to Comm. Trans			X
DHIT parking			X
DHIT Pet boarding			X
DHIT Phone/Fax/Internet			X
DHIT road tolls	X		X
Home Equity Assistance			X
Home Inspection Fee- Home Sale			X
Home Inspection Fee- Purchase		X	X
Home renovations for disabled			X
ILM - gas expenses		X	
ILM - Lodging Private			X
ILM - Lodging RV	X	X	X
Insurance on moving Goods			X
Int. on Home Relocation Loan			X
Interim living – Ferry	X	X	X
Interim living - Pet boarding			X
Interim living - Road tolls	X	X	X
Interim living -Dependant care			X
Land Titles Conversion – Sale		X	X
Land Transfer Tax/Welcome Tax		X	
Lease liability		X	X
Legal Disb-Purch, Tax exempt		X	X
Legal Disb-Sale, Tax exempt		X	X
Legal Disbursements - Purchase		X	X
Legal Disbursements – Sale		X	X
Legal Fee – Purchase		X	X
Legal Fee – Sale		X	X
Legal Fee Sale over cap–Quebec		X	X
Marketing Incentive			X
Mortgage appraisal fee		X	X
Mortgage Discharge Fee		X	
Mortgage Discharge Penalty/IRD		X	

Movement of Mobile Home	X	X	X
Mtg Default Insur - Appl Fee	X	X	X
Mtg Interest Rate Dif-Purchase		X	X
PMV Commercial storage	X	X	X
Pre-app appraisal overage		X	X
Private Sale Expenses		X	
Pyrite inspection – purchase	X	X	
Pyrite inspection – sale		X	
Real Estate Commission		X	X
Rent in advance		X	X
Rental Search Assistance Fee		X	X
Return/Finalize Sale – Hotel			X
Return/Finalize Sale-Car Rental	X		X
Separated Dependants Allowance			X
Septic System insp. – purchase		X	X
Shipment - Snowmobile/ATV	X	X	
Shipment of Pets			X
Shipment of vehicle			X
Shipment Recreational Vehicle			X
Special IAM&MA – Lodgings		X	
Special IAM&MA – Meals		X	X
Special IAM&MA -Misc.Allowance		X	X
Spousal Serv. - Transport Boat		X	
Spousal Serv. - Transport Bus		X	
Spousal Serv.- Incidentals		X	
Spousal Serv.- Lodging Private			X
Spousal Services – ferries		X	
Spousal Services – Hotel		X	X
Spousal Services - road tolls		X	
Spousal Services -Car Rental			X
Spousal Services- Lodging RV		X	X
Spousal.Serv. Misc. Expenses		X	
Storage Charge	X		X
Survey/Cert of Loc – Purchase		X	X
Taxable Int. -Home Reloc. Loan		X	X
TDRA - Lodging RV	X	X	X
TDRA – Parking			X
TDRA - Property Insurance			X
TDRA - Rental Mobile Pad	X	X	X
Termite inspection – purchase	X	X	X
Title Insurance		X	
TNL - Commercial Transport		X	

TNL - Lodging Private		X	
TNL - Lodging RV		X	X
TNL – Meals			X
TNL – Mileage			X
TNL - Misc. allowance			X
TNL – Parking			X
TNL - Road tolls			X
TNL - Transportation Boat	X	X	X
TNL - Transportation Bus		X	X
Toronto Municipal Land Tax		X	
Transf. paid - Costs on TANs	X	X	X
Transf. paid - Overweight Cost	X	X	X
Transf. paid - Shipment of PMV	X	X	X
Transf. paid - SIT Costs	X	X	X
Transfer Medical/Dental Files	X		
Travel to PMV Depot	X	X	X
Unaccompanied travel - lodging		X	
Unaccompanied travel – meals		X	
Unaccompanied travel-car rental	X		X
Unaccompanied travel-incidentals		X	
Vehicle registration		X	X
Vehicle Safety Certificates		X	X
Water test – purchase		X	X
Weekend travel - car rental		X	X
Weekend travel – Ferry		X	X
Weekend travel – gas	X	X	X
Weekend travel – mileage		X	X
Weekend travel - road tolls			X
Weekend travel – taxi		X	X
Well/Water portability Test			X

**Core Funded Benefits - used less than 2% in the NJC Relocation Directive based on analysis of files authorized from April 1, 2014 to March 31, 2015**

Benefit Description	Number of Files	% on Files Claimed
Pyrite inspection – sale	1	0.08%
Mtg Interest Rate Dif-Purchase	1	0.08%
TNL - Lodging RV	1	0.08%
ILM - gas expenses	1	0.08%
DHIT ferries	1	0.08%
DHIT Phone/Fax/Internet	1	0.08%
DHIT Local Comm Transport	1	0.08%
RTDRA Maintenance	1	0.08%
RTDRA Property Insurance	1	0.08%
Self Contained Accom. Rent	1	0.08%
Weekend travel - car rental	1	0.08%
Unaccomp travel - Comm Mileage	1	0.08%
TNL - Transportation Bus	2	0.16%
DHIT - Mileage to Comm. Trans	2	0.16%
Private Sale Expenses	3	0.24%
TNL - Commercial Transport	3	0.24%
Separated Dependents Allowance	3	0.24%
DMF-Return to Finalize Sale	3	0.24%
Shipment of Household Goods	4	0.32%
DHIT Gas Expenses	4	0.32%
HHT-Local Commercial Transport	4	0.32%
Water test – purchase	5	0.40%
Land Titles Conversion – Sale	5	0.40%
Toronto Municipal Land Tax	5	0.40%
DHIT Car Rental	5	0.40%
HHT - Commercial Transport.	5	0.40%
Return Trip Move – Meals	5	0.40%
Return Trip Move – Incidentals	5	0.40%
Pre-app appraisal overage	6	0.47%
Short term loan interest	6	0.47%
DMF-HIT/AAT Trip	6	0.47%
RTDRA Property Tax	6	0.47%
RTDRA Mortgage Interest	6	0.47%
HHT - Transportation Bus	6	0.47%
Weekend travel - road tolls	7	0.55%
Weekend travel – Ferry	7	0.55%
Return/Finalize Sale – parking	7	0.55%

Return/Finalize Sale – Hotel	8	0.63%
Shipment of vehicle	9	0.71%
DHIT parking	9	0.71%
DHIT Lodging	9	0.71%
Unaccomp travel - Commer.Trans	9	0.71%
Interim living - Car Rental	11	0.87%
RTDRA Utilities	11	0.87%
Well/Water potability Test	13	1.03%
DHIT Mileage	14	1.11%
DHIT - Lodging Private	14	1.11%
TDRA - Laundry	17	1.34%
HHT: Phone/Fax/Internet	18	1.42%
Cleaning at Dest. for renter	20	1.58%
Survey/Cert of Loc - Purchase	20	1.58%
Unaccomp.travel-road tolls	22	1.74%
DHIT Meals	23	1.82%
Attending/Power of Attorney-P	24	1.90%
HHT - road tolls	24	1.90%
Return/Finalize Sale - Mileage	24	1.90%
Septic System insp. - purchase	25	1.98%
DHIT Incidentals	25	1.98%
HHT - ferries	25	1.98%

**Personalized Funded Benefits – used less than 2% in the NJC Relocation Directive based on analysis of files authorized from April 1, 2014 to March 31, 2015**

Benefit Description	Number of Files	% on Files Claimed
Cleaning at Origin for renter	1	0.08%
Shipment of Household Goods	1	0.08%
Attending/Power of Attorney-P	1	0.08%
Title Insurance	1	0.08%
Bridge Financing Admin/Int	1	0.08%
Transfer Medical/Dental Files	1	0.08%
TNL - Ferry	1	0.08%
TNL - Commercial Transport	1	0.08%
TNL - Lodging Private	1	0.08%
TNL - Pet boarding	1	0.08%
ILM - gas expenses	1	0.08%
DHIT ferries	1	0.08%
DHIT Incidentals	1	0.08%
TDRA - Maintenance	1	0.08%

TDRA - Utilities	1	0.08%
TDRA - Property Tax	1	0.08%
TDRA - Mortgage Interest	1	0.08%
RTDRA Utilities	1	0.08%
RTDRA Property Tax	1	0.08%
RTDRA Mortgage Interest	1	0.08%
DMF-TDRA Assistance (TDRA)	1	0.08%
TDRA - Laundry	1	0.08%
HHT - parking	1	0.08%
HHT - road tolls	1	0.08%
HHT - Gas Expenses	1	0.08%
HHT-Mileage to/from Comm Trans	1	0.08%
DMF-HHT Lodging Dependants	1	0.08%
DMF-Unaccompanied Move	1	0.08%
Cleaning at Destination	2	0.16%
Interim living - parking	2	0.16%
Interim living - Allowance	2	0.16%
DHIT Lodging	2	0.16%
DHIT- Meals dependants	2	0.16%
TDRA - Lodging Private	2	0.16%
HHT - ferries	2	0.16%
HHT - Commercial Transport.	2	0.16%
HHT - Mileage	2	0.16%
HHT - Lodging Private	2	0.16%
Specialized inspection-purch	3	0.24%
New Home Warranty	4	0.32%
HHT - Lodging dependants	4	0.32%
HHT - Incidentals	5	0.40%
HHT - Meals	6	0.47%
HHT - Meals dependants	6	0.47%
Alarm - Connect/Disconnect	7	0.55%
Interim living - Car Rental	7	0.55%
DMF-House Hunting Trip	7	0.55%
Dept to recover funds	8	0.63%
DMF-Travel to New Location	8	0.63%
TDRA - Accommodation	9	0.71%
Mortgage Discharge Fee	10	0.79%
Interim living - Meals	10	0.79%
DHIT Meals	11	0.87%
Unaccompanied travel - lodging	15	1.19%
HHT - Car Rental	19	1.50%
Cell phone connect/Disconnect	22	1.74%

Special IAM&MA - Lodgings	23	1.82%
DMF-Interim Lodging	24	1.90%
Mtg Default Insur - Premium	25	1.98%

**Benefits extended beyond 1 year for non-initial appointees files in the last 3 fiscal years**

Fiscal Year	Yes	No	Grand Total
2012-13	4.19%	95.81%	100.00%
2013-14	2.62%	97.38%	100.00%
2014-15	1.59%	98.41%	100.00%
<b>Grand Total</b>	<b>2.82%</b>	<b>97.18%</b>	<b>100.00%</b>

**Homesale Assistance Benefits claimed in the last 3 fiscal years, averaging 262 files per year (Non-initial appointee files only)**

Fiscal Year	Sum of Total Amount	Total Files
2012-13	3,672,022.19	285
2013-14	3,781,847.20	300
2014-15	2,649,952.56	202
<b>Grand Total</b>	<b>10,103,821.95</b>	<b>787</b>

**Average files per year** **262**

**APPENDIX 2 – LIST OF ORGANIZATIONS NOT INCLUDED IN SCHEDULES I AND IV OF THE FAA BUT CURRENTLY AUTHORIZED TO USE THE SERVICES OF THE OUT-GOING IRP CONTRACTOR**

Organizations under Schedule V of the Financial Administration Act:

Canadian Food Inspection Agency  
Canadian Institutes of Health Research\*  
Communications Security Establishment  
Financial Transactions and Reports Analysis Centre of Canada  
National Research Council  
National Energy Board  
Office of the Auditor General of Canada  
Parks Canada Agency  
National Sciences and Engineering Research Council\*  
Social Sciences and Humanities Research Council\*

**\* no relocations have been provided by the Out-going IRP Contractor since 2009 to employees in those organizations**

### APPENDIX 3 - GLOSSARY

#### Part 1 - Acronyms

Note: In the event of conflicting acronyms, those referenced in Section 1.7, above, will take precedence.

ACRONYM	DEFINITION
CA	Contracting Authority (PWGSC)
CERC	Canadian Employee Relocation Council
CRA	Canada Revenue Agency
DNC	Departmental National Coordinator
EFT	Electronic Funds Transfer
FAA	Financial Administration Act
GAAS	Generally Accepted Auditing Standards
GC	Government of Canada
GCRSS	The Government of Canada Relocation Support Services
GST	Goods and Services Tax
HG&E	Household Goods and Effects
HHT	House Hunting Trip
HIT	House Inspection Trip
ILM&M	Interim Lodgings, Meals and Miscellaneous
IMETS	Information Management Expenditure Tracking System
IRP	Integrated Relocation Program
MAAR	Monthly Accountable Advance Report
PMV	Private Motor Vehicle
PRM	Progress/Performance Review Meeting
PWGSC	Public Works and Government Services Canada
RFP	Request for Proposal
SED	Service Effective Date
SOR	Statement of Requirement
TA	Technical Authority
TAN	Travel Authorization Number

ACRONYM	DEFINITION
TB	Treasury Board
TBITS	Treasury Board Information or Technology Standards
TBS	Treasury Board of Canada Secretariat
TDRA	Temporary Dual Residence Assistance
TPSP	Third Party Service Provider
USA	United States of America

**Part 2 – Definitions**

**Note: In the event of conflicting definitions, the definitions referenced in Section 1.7, above, will take precedence.**

TERM	DEFINITION
Active File	An open GCRSS file, for which the Contractor has received Department-Authorization, has created the Employee's Relocation file, and there has not been a gap of more than sixty (60) days since the last activity/expenditure on this file.
Authorization	Notification received by the Contractor directly from a Department to provide relocation services to an Employee.
Bi-weekly	Occurring every two weeks; fourteen (14) calendar days.
Certification	A confirmation from the Employee that services requested by the TPSP were actually provided, prior to payment being processed by the Contractor. This Certification can be obtained and recorded on-line through the Contractor website.
Close of Business	The end of the business day defined as 1800 local time.
Commercial Transportation	Means transportation by air, water or ground including, but not limited to, professional airport limousine, rental vehicle, shuttle, taxi, bus, and rail.
DNC	The Departmental National Coordinators representing each department or organization of which there are approximately 60.  Note: The vast majority of departments/organizations have one DNC. Six departments have in addition to their DNC between 4 and 10 regional coordinators. 1 department has in addition to its DNC up to 25 regional coordinators.
DRC	The Departmental Regional Coordinators, of which there are approximately 20, for some large departments.
Employee (s)	The person or persons being relocated from one place of residence to a new destination to perform duties of a position within the Public Service.
Expenses	The amount of money spent in order to purchase an item or service.
Fees	The payment for professional services rendered.
File Number	Includes Contractor assigned identifier for the GC.
Fiscal Year	A period of twelve months beginning 1 April and ending 31 March of the following year.
Flow-Through Costs	Expenses paid to the Employee throughout the relocation process to cover all of their authorized expenses and provisions.

TERM	DEFINITION
GC	Government of Canada, referred to in the SOR as Canada
HG&E	The furniture, household equipment and personal effects of an Employee or appointee and dependants, but does not include automobiles, livestock and pets.
Implementation Period	The initial period After Contract Award and prior to the SED of the Contract where the Contractor is expected to organize and initiate all of the activities that must be performed throughout the duration of the Contract.
Inactive File	Is an Active file that has not had any activity/expenditure in the previous sixty (60) days.
Incidentals	When on an HHT or Destination Inspection Trip, means the <u>Treasury Board Incidental Travel Rate</u> payable to one family unit only (including the Employee).
Initial Appointee	Initial Appointment (other than EX/GIC) to the Public Service: A person recruited from outside the public service and appointed or on assignment to a department or agency listed in Schedule I and IV (of the Financial Administration Act). On relocation to the first place of employment, a person is deemed not to be an employee for the purpose of the National Joint Council Relocation Directive, therefore, only provisions listed in the Addendum-Initial Appointees Relocation Directive apply.
Isolated Post	A place named in Appendix A of the Treasury Board Isolated Posts and Government Housing Directive.
Mileage	Distance calculation: Kilometric and mileage distances (less distance traveled by sea) calculated using the shortest practicable road distance and the department-approved distance guide.
Non-Commercial Lodgings	Lodgings other than commercial lodgings, including a travel trailer, tent or a private home, but not including public quarters or the private residence of the Employee or a relative or acquaintance with whom the Employee normally resides.
One-Stop Shopping	So termed because the Contractor's personnel will assist with all elements of the move from the initial consultation until the claims have all been finalized and paid.
Out-going Transition Period	The period from Contract expiry to the earlier of the closing of all Employee files or one year during which the Contractor must provide all services described in the SOR for the In-service period and subsequent transition to the new suppliers of existing Employee files, if any.
Out-going IRP contractor	Contractor who delivered the relocation services for the Integrated Relocation Program as explained in section 1.2

TERM	DEFINITION
PMV	A serviceable motor vehicle whose cubic measurement does not exceed 20.80 cubic meters that is owned and registered by the Employee or a dependant, and may be of passenger car configuration, or any other type of self-propelled vehicle mounted on a car or truck chassis, but does not include the cars of electric or steam railways or other motor vehicles running only on rails, or a motorized snow vehicle, farm tractor, or similar type of self-propelled vehicle.
Quarterly	The Fiscal Year is broken down into four quarters: April-June, July-September, October-December, and January-March.
Raw Data	Describes the data and information that will be provided by Canada during the Out-Going Transition Period.
Receipt	An official receipt, as required by CRA must include the following information as a minimum: <ul style="list-style-type: none"> <li>- Name of Person or Organization that provided the service;</li> <li>- Address of Person or Organization;</li> <li>- Date the service was rendered (period covered);</li> <li>- Amount that was paid for the services that were rendered;</li> <li>- In the case of a Person, their telephone number; and</li> <li>- If the receipt is for baby-sitting, the name(s) of the child (ren) that were baby-sat.</li> </ul>
Relocation	Relocation means the movement of an Employee, spouse and/or dependants from the principal residence at the old place of duty/employment to the replacement principal residence at the new place of duty.
Relocation Services	The complete range of services, excluding the physical movement of household goods and effects, required to effect the relocation of an Employee. It includes providing counselling, and professional assistance throughout every step of the relocation process. This includes services such as, but not limited to, relocation planning at origin and destination, marketing assistance, destination services and access to Third Party Service Providers (TPSP) for services such as realtors, lawyers, notaries, home inspectors, appraisers and rental search agencies.
Relocation Checklist	A checklist prepared by the Contractor which must identify all the provisions of the GCRSS to the Employee on which the Contractor must brief the Employee and for which the individual being briefed must sign off on acknowledging that he/she has been briefed and has a satisfactory understanding of the GCRSS.
TA	The Technical Authority is the Treasury Board of Canada representative so designated in the body of the Contract.

<b>TERM</b>	<b>DEFINITION</b>
TPSP	Suppliers engaged by the Contractor as sub-contractors to provide specialized services in accordance with the GCRSS or to the relocating Employee as part of the provisions under the Program. Participation is open to all firms and their agents (without charge) who have agreed to participate in the Program and to respect the terms and conditions established by the Contractor. The provider must meet the requested standards as laid out by the Contractor (and in consultation with the TA), which must include quality and price assurances.
Transition	A process by which all responsibilities (as specified in the SOR) will be transferred from the Out-going IRP Contractor to the Contractor, as well as from the Contractor to the subsequent supplier(s).

**APPENDIX 4 -**

**DATA ELEMENTS AND EXPENSE CATEGORIES TO BE INCLUDED IN IMETS**

**Table 1 Data Elements**

Contractor File Number
Employee first last name and initials
Employee number
Employee SIN
Employee designation as Executive
Department / Organization Name
Employee Spouse
Employee Children
Employee Other dependents
Date File initiation
Date File closed
Move status
Move type
Relocations Reviewer first last name
Relocation Office
Record Conversations with Employee
Department Relocation Office
Move origin address
Move origin contractor office
Distance to New Work Site
Distance from Current Residence to New Work Site
Origin counsellor name (first & last)
Move destination address
Move destination contractor office
Destination counsellor name (first & last)
Dates Employee counselling sessions
Dates Reporting Date
Dates Travel to New Location
Dates HHT
Dates Destination Inspection Trip
Dates Advances
Amounts Advances
Dates Relocation Checklist Initialization
Dates Relocation Checklist Finalization

Situation At Origin
Isolated Post Origin With or Without Market
Isolated Post Origin OWN
Residence Appraisal Value
Residence Listed Value
Residence Sold Value
Isolated Post Origin Value of residence sold
Isolated Post Origin Appraised Value of residence sold
Isolated Post Origin Rent
Isolated Post Origin Crown Owned Housing
Isolated Post Origin Private
Isolated Post Origin Other
Isolated Post Origin Will retain residence
Isolated Post Origin Take or Will not take Incentive
Isolated Post Origin residence address
Isolated Post Origin residence city
Isolated Post Origin residence province
Isolated Post Origin residence postal code
Isolated Post Origin Worksite address
Isolated Post Origin Worksite city
Isolated Post Origin Worksite province
Isolated Post Origin Worksite postal code
Isolated Post Destination      Isolated Post without Market
Isolated Post Destination      Isolated Post with Market
Isolated Post Destination      Intent at Destination
Isolated Post Destination      Purchase
Isolated Post Destination      Rent
Isolated Post Destination      Crown Owned Housing
Isolated Post Destination      Private
Isolated Post Destination      Other
Isolated Post Destination      Recent address
Isolated Post Destination      Recent address 2
Isolated Post Destination      Recent City
Isolated Post Destination      Recent Province
Isolated Post Destination      Recent Postal Code
Isolated Post Destination      Worksite city
Isolated Post Destination      Worksite Postal Code
Isolated Post Destination      Worksite Province
Isolated Post Destination      Worksite address
Isolated Post Destination      International
Isolated Post Destination      Regular
Isolated Post Destination      Retirement

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(TPSP Master file Info)
TPSP ID Number
TPSP Name of TPSP
TPSP Address including Street, City, Province/State, Country, Postal Code (or Zip)
TPSP Telephone numbers
TPSP Fax
TPSP E-mail
Be able to run TPSP reports:
Payments by provider
By Employee file number
By Department / Organization
By location
Payments to TPSP by date, amount and GCRSS file number
Origin Realtors
Origin Lawyers
Origin Notaries
Origin Home Appraisers
Origin Property Management
Origin Attending Fees - Power Of Attorney
Mortgage Portable
Mortgage Cancellation Fee
Capital Improvements
DHIT
HEAP
Depressed Market
Long Term Storage
Storage In Transit
SIV
SHIP
HG&E
Weight shipped
Weight allowed
Amount to be recovered from Employee
HHT After sale of residence at origin
HHT before sale of residence at origin
Imposed Restriction
Destination Legal

Destination Notaries
Destination Home Inspectors
Destination Interest On Bridge Loan
Destination Mortgage Default insurance
Destination Interest On Deposit Loan
Destination Interest on Relocation Loan
Destination Mortgage Interest Differential
Destination Attending Fees/Power of attorney
Destination Rental Property Search
ILM&M Accommodation
ILM&M Meals
Mortgage Interest Buydown
Ship PMV
Store PMV
Drive
Number of PMVs
Spousal Services (services to be listed per GCRSS)
Sundry Expenses
TDRA
Transfer Allowance
Transportation of Pets

**Table 2 CRSP Fees**

Employer-Requested Relocation
Employee-Requested Relocation
Initial Appointee Relocation

**Table 3 Expense Categories**

<b>Expense Categories</b>	<b>Expense Category Subtypes</b>
Home Purchase	Home Inspection
Home Purchase	Cleaning at Destination
Home Purchase	Legal Fee - Purchase
Home Purchase	Legal Disbursements
Home Purchase	Attending/Power Of Attorney (Power Of Attorney) Fee
Home Purchase	Survey/Certificate of Location
Home Purchase	Title Insurance
Home Purchase	Mortgage Appraisal Fee
Home Purchase	Mortgage Interest Buydown
Home Purchase	Mortgage Interest Rate Differential
Home Purchase	Interest on Home Relocation Loan

<b>Expense Categories</b>	<b>Expense Category Subtypes</b>
Home Purchase	Taxable Interest - Home Relocation Loan
Home Purchase	Second Mortgage unsold residence
Home Purchase	Mortgage Default Insurance Application Fee
Home Purchase	Mortgage Default Insurance Premium
Home Purchase	Short Term Loan Interest
Home Purchase	Bridge Financing Interest
Home Purchase	Land Transfer Tax/Welcome Tax
Home Purchase	Labour for altering locks
Home Purchase	Miscellaneous Expenses
Home Sale	Appraisals
Home Sale	Appraisal Income/Acreage
Home Sale	Home Inspection - sale
Home Sale	Real Estate Commission
Home Sale	Cleaning at Origin
Home Sale	Marketing Incentive
Home Sale	Home Staging - Sale
Home Sale	Legal Fee - Sale
Home Sale	Legal Disbursements - Sale
Home Sale	Courier Service
Home Sale	Attending/Power Of Attorney Fee - Sale
Home Sale	Municipal Land Transfer Tax
Home Sale	Land Titles Conversion - Sale
Home Sale	Mortgage Discharge Fee
Home Sale	Mortgage Discharge Penalty/ Interest Rate Differential
Home Sale	Mortgage Discharge Consultation Fee
Home Sale	Second Mortgage Unsold residence Administrative and legal fees
Home Sale	Equity Loss
Home Sale	Return/Finalize Sale - Mileage
Home Sale	Return/Finalize Sale - Car Rental
Home Sale	Return/Finalize Sale - Hotel
Home Sale	Return/Finalize Sale - Meals
Home Sale	Return/Finalize Sale - Incidental
Home Sale	Marketing Incentives
Home Sale	Private Sale Expenses
Home Sale	Miscellaneous Expenses
Travel to New Location	Excess baggage
Travel to New Location	Shipment of Pets
Travel to New Location	Parking/ferry/road tolls
Travel to New Location	Commercial Transport

<b>Expense Categories</b>	<b>Expense Category Subtypes</b>
Travel to New Location	Mileage
Travel to New Location	Car Rental
Travel to New Location	Lodging - Commercial
Travel to New Location	Lodging – Private
Travel to New Location	Lodging - Recreational Vehicle (Recreational Vehicle)
Travel to New Location	Meals
Travel to New Location	Miscellaneous allowance
Travel to New Location	Pet boarding
Travel to New Location	Miscellaneous Expenses
ILM&M	Local Transportation - PMV Mileage
ILM&M	Local Transportation - Rental
ILM&M	Local Transportation - Gas
ILM&M	Local Transportation - Parking
ILM&M	Local Transportation - Toll Roads
ILM&M	Local Transportation - Ferries
ILM&M	Lodging - Commercial
ILM&M	Lodging Private
ILM&M	Lodging – Recreational Vehicle
ILM&M	Meals
ILM&M	Incidental Allowance
ILM&M	Dependant care
ILM&M	Pet boarding
ILM&M	Exceptions Pack/Load/Clean day - Lodgings
ILM&M	Exceptions Pack/Load/Clean day - Meals
ILM&M	Exceptions Pack/Load/Clean day - Miscellaneous allowances
ILM&M	Miscellaneous Expenses
HHT/HIT	Transportation - Airline
HHT/HIT	Transportation - Bus
HHT/HIT	Transportation - Boat
HHT/HIT	Transportation - PMV Mileage
HHT/HIT	Transportation - Car Rental
HHT/HIT	Transportation - Gas
HHT/HIT	Transportation - Parking
HHT/HIT	Transportation - Toll Roads

<b>Expense Categories</b>	<b>Expense Category Subtypes</b>
HHT/HIT	Transportation - Ferries
HHT/HIT	Transportation - Dependants
HHT/HIT	Lodging - Commercial
HHT/HIT	Lodging Private
HHT/HIT	Lodging – Recreational Vehicle
HHT/HIT	Lodging - Dependant
HHT/HIT	Meals
HHT/HIT	Incidental Allowance
HHT/HIT	Meals - Dependant
HHT/HIT	Dependant care
HHT/HIT	Pet boarding
HHT/HIT	Other
HHT/HIT	Phone/Fax/Internet
HHT/HIT	Change Fees to extend HHT
HHT/HIT	Change Fee to Return Early
HHT/HIT	Miscellaneous Expenses
Un-Accompanied Travel	Parking/tolls
Un-Accompanied Travel	Commercial Transportation
Un-Accompanied Travel	Mileage
Un-Accompanied Travel	Car rental
Un-Accompanied Travel	Hotel
Un-Accompanied Travel	Meals
Un-Accompanied Travel	Incidental
Un-Accompanied Travel	Interim Parking
Un-Accompanied Travel	Un-Accompanied Interim Lodgings
Un-Accompanied Travel	Un-Accompanied Interim Meals
Un-Accompanied Travel	Un-Accompanied Interim Miscellaneous Expense
Un-Accompanied Travel	Un-Accompanied Travel - Commercial Mileage
Un-Accompanied Travel	Miscellaneous Expenses
Spousal expenses	Transportation

<b>Expense Categories</b>	<b>Expense Category Subtypes</b>
Spousal expenses	Lodging - Commercial
Spousal expenses	Lodging Private
Spousal expenses	Meals
Spousal expenses	Dependant care
Spousal expenses	Pet boarding
Spousal expenses	CV/Resume Prep.
Spousal expenses	Copy/Transmittal
Spousal expenses	Incidental Allowance
Spousal expenses	Miscellaneous Expenses
Rental Expense	Rental Search Assistance Fee
Rental Expense	Rent in advance
Rental Expense	Rent in advance Parking & utilities
Rental Expense	Lease liability
Rental Expense	Miscellaneous Expenses
Administrative	Exclusive Personalized-non-tax
Administrative	Exclusive Personalized-taxable
Administrative	Change of address
Administrative	Retroactive Posting Allowance
Administrative	Personalized Cash Payout
Administrative	RRSP Contribution
Administrative	Separated Dependants Allowance
Administrative	Federal Tax Withheld
Administrative	Provincial Tax Withheld
Administrative	Canada Pension Plan/Quebec Pension Plan Withheld
Administrative	Canada Pension Plan/Quebec Pension Plan Employer's Portion
Administrative	Employment Insurance Withheld
Administrative	Employment Insurance Employer's Portion
Administrative	Provincial Payroll Tax
Administrative	Quebec Parent Insurance Plan (Quebec Parental Insurance Plan) Employee's deduction
Administrative	Quebec Parental Insurance Plan Employer's deduction
Administrative	GST Paid
Administrative	GST Withheld
Administrative	Administration Fee
Administrative	Miscellaneous Expenses
Administrative	Funds Received from DNC
Administrative	Funds Returned to DNC
Administrative	Funds Advanced to Employee
Administrative	Funds Returned by Employee
Administrative	Miscellaneous Expenses
Allowance	Non-accountable Incidental Expenses Allowance
Allowance	Transfer Allowance
TDRA	Local Transportation - PMV Mileage

<b>Expense Categories</b>	<b>Expense Category Subtypes</b>
TDRA	Local Transportation - Rental
TDRA	Local Transportation - Gas
TDRA	Local Transportation - Parking
TDRA	Local Transportation - Toll Roads
TDRA	Local Transportation - Ferries
TDRA	Lodging - Commercial
TDRA	Lodging Private
TDRA	Lodging - Recreational Vehicle
TDRA	Meals
TDRA	Incidental Allowance
TDRA	Utilities
TDRA	Property Tax
TDRA	Property Insurance
TDRA	Mortgage Interest
TDRA	Weekend travel home
TDRA	Rental Mobile Pad
TDRA	Property Management Fee
TDRA	Laundry
TDRA	Miscellaneous Expenses
Utilities	Connect/Disconnect
Utilities	Miscellaneous Expenses
Sundry - Specialized	Well/Water Portability
Sundry – Specialized	Termite Inspection - purchase
Sundry – Specialized	Septic System Inspection - purchase
Sundry – Specialized	Specialized Inspection – purchase
Sundry – Specialized	Pyrite Inspection - sale
Sundry – Specialized	Pyrite Inspection - purchase
Sundry – Specialized	Contractor’s Administrative fee
Sundry – Specialized	Shipment of PMV
Sundry – Specialized	Storage In Transit Costs
Sundry – Specialized	Overweight Cost
Sundry – Specialized	Costs on TANs
Sundry – Specialized	Crating Charges
Sundry – Specialized	Collections/Antiques Appraisal
Sundry – Specialized	Automated Teller Machine Charges
Sundry - Specialized	Home renovations for disabled
Sundry - Specialized	Transfer of Medical/Dental Files
Sundry - Specialized	Miscellaneous Expenses
Vehicle	Shipment of vehicle
Vehicle	PMV Commercial storage
Vehicle	PMV Preparation for Long Term Storage/Shipping
Vehicle	Shipment Recreational Vehicle
Vehicle	Travel to PMV Depot

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<b>Expense Categories</b>	<b>Expense Category Subtypes</b>
Vehicle	Drivers License Plates/Fees
Vehicle	Vehicle Safety Certificates
Vehicle	Vehicle Registration
Vehicle	Miscellaneous Expenses

**CONTRACT TBS**

**ANNEX B**

**BASIS OF PAYMENT**

Note to Bidder: The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the resulting Contract.

**1. Firm All-Inclusive Administration Price**

1.1 The Contractor will be paid a firm all-inclusive administration price per file for relocation files administered under the Contract as set out in Table 1 below. Customs duty is included, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

1.2 The Firm All-Inclusive Administration Price per file payable in any particular year, will be the price in effect at the time of the Relocation is authorized.

Table 1 - Firm All-Inclusive Administration Price								
	Contract Year 1 See Note 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-going Transition)
Relocations (excluding Initial Appointees and Employee Requested Relocations)	\$	\$	\$	\$	\$	\$	\$	See Note 2
Initial Appointee Relocations and Employee Requested Relocations	\$	\$	\$	\$	\$	\$	\$	See Note 2

Note 1: The Contract will commence 6 months prior to the Service Effective Date however, Relocation files can only be actioned after the Service Effective Date as the first 6 month period is the transition/ramp-up period.

Note 2: Firm All-Inclusive Administration Price is not required as no Relocations will be authorized during this period.

**2. Schedule for Payment**

2.1 The Contractor will be paid in accordance with the following Schedule for Payment and the Firm All-Inclusive Administration Price as defined in Table 1 above throughout the duration of the Contract.

2.2 As per 5.1 of Annex A, Statement of Requirements Annex A, files transferred from the Out-going Contractor at the end of the one-year Out-Going Transition Period will be treated as Newly Authorized files for the purposes of payment. The Authorization Date will be the date the file is received from the Out-going Contractor.

Note: The following table is applicable to a new Contractor (i.e. non-incumbent contractor) only and will be deleted upon Contract award if not applicable.

File Type	File Age (from authorization date)	Percentage of Firm All-Inclusive Administration Price due to Contractor
<b>Files Transferred from Out-going Contractor:</b> Relocation Files Transferred from Out-going Contractor at the end of the one-year Out-Going Transition period		In accordance with “Newly Authorized Files”
<b>Newly Authorized Files:</b> Authorized on or after the Service Effective Date	At 60 days	33%
	At File Closure	67%
<b>Cancelled Files</b>	59 days or less	\$0
	60 days or older	33%
<b>Transfer Out:</b> Relocation Files that that are not complete at the Contract expiry date (i.e., end of Out-going Transition period). Files will be transferred to new Contract.	More than one year.	67%

OR

Note: The following Table is applicable to the incumbent contractor only and will be deleted upon Contract award if not applicable.

File Type	File Age (from authorization date)	Percentage/Amount of Firm All-Inclusive Administration Price due to Contractor
<b>Files Transferred from Previous Contracts:</b> Files transferred from Previous Contract at the end of the one-year Out-Going Transition period	<b>Upon file closure:</b>	
		0%
<b>Newly Authorized Files:</b> Authorized on or after the Service Effective Date	At 60 days	33%
	Upon File Closure	67%
<b>Cancelled Files</b>	59 days or less	\$0
	60 days or older	33%
<b>Transfer Out:</b> On-going, Relocation Files that are not complete at the Contract expiry date. Files to be transferred to new Contract.	More than one year	67%

### 3. Elements Subject to a Ceiling Fee – Third-Party Service Providers (TPSP) Invoices

3.1 The Ceiling Fees by province, as identified in Tables 3A through 3G below, will apply to all services provided by TPSP (including those performed by suppliers selected by the Employee) at the Relocation origin or destination. The Contractor must make every effort to locate and make available to the Employee TPSP services at less than the ceiling fee so that the average billed, to Canada, over the life of the Contract is less than the ceiling fee indicated.

3.2 The Contractor will be reimbursed upon the submission of invoices for the costs reasonably and properly incurred in the performance of the TPSP services provided in accordance with Annex A Statement of Requirements, to the ceiling fee determined in accordance with Tables 3A through 3G below. The ceiling fees include customs duty, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Payments will be subject to government audit. The results and findings of the government's audit will be conclusive.

3.3 The Ceiling Fees are subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with this Annex B. These expenses will be paid at actual cost up to the ceiling fee set out herein with no allowance for profit or overhead. If there has been any overpayment, it must be promptly refunded to Canada.

3.4 The ceiling fee payable in any particular year will be the rate in effect at the time the TPSP is called upon to provide the required services.

3.5 For sales handled by lawyers/notaries outside their boundaries via local lawyers or agents, any fees for services from the local lawyers/agents will be the sole responsibility of the selected lawyer and will not be reimbursed as a disbursement under the Contract. A lawyer/notary who subcontracts will be paid a combined fee for services and subcontracted services no higher than the ceiling price.

3.6 In the province of Quebec, the purchaser's notary handles the sale transaction and therefore there are no fees on the sale transaction. There are, however, fees and disbursements payable by the vendor to the purchaser's notary for the discharge of the mortgage. The Quebec Civil Code indicates it is the responsibility of the purchaser's notary to perform the acquittance of the vendors' mortgage and only with their permission can it be done by another Notary. In most cases, the vendor is obligated to use the purchaser's choice of notary.

**Ceiling Rate Tables 3A to 3G**

**Table 3A - Real Estate Commission (maximum % of the selling price)**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-Going Transition)
Alberta	%	%	%	%	%	%	%	%
British Columbia	%	%	%	%	%	%	%	%
Manitoba	%	%	%	%	%	%	%	%
New Brunswick	%	%	%	%	%	%	%	%
Newfoundland & Labrador	%	%	%	%	%	%	%	%
Nova Scotia	%	%	%	%	%	%	%	%
Northwest Territories	%	%	%	%	%	%	%	%

Nunavut	%	%	%	%	%	%	%	%
Ontario	%	%	%	%	%	%	%	%
Prince Edward Island	%	%	%	%	%	%	%	%
Québec	%	%	%	%	%	%	%	%
Saskatchewan	%	%	%	%	%	%	%	%
Yukon	%	%	%	%	%	%	%	%

**Table 3B - Legal/Notary Fee (Excludes Disbursements) at Origin**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-Going Transition)
Alberta	\$	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$	\$

**Table 3C - Legal/Notary Fee (Excludes Disbursements) at Destination**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-Going Transition)
Alberta	\$	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$	\$

**Table 3D - Standard Residence Industry Appraisal Fee**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-Going Transition)
Alberta	\$	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$	\$

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Manitoba	\$	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$	\$

**Table 3E - CERC Standard Residential Appraisal**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-Going Transition)
Alberta	\$	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$	\$

Ontario	\$	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$	\$

**Table 3F - Home Inspection Fee**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-Going Transition)
Alberta	\$	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$	\$

**Table 3G - Rental Search Fee (Per Diem rate) (See Note 1 below)**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year #1	Contract Option Year #2	Contract Year (Out-Going Transition)
Alberta	\$	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$	\$
Out of Canada	\$	\$	\$	\$	\$	\$	\$	\$

**Note 1: Definition of a Day/Proration** - for the purposes of the Rental Search Fee, a day is defined as 7.5 hours exclusive of meal breaks. Payment will be for hours actually worked. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula: (hours worked × applicable firm per diem rate) ÷ 7.5 hours

**4. Cost Reimbursable Elements – Reimbursement to Employees**

4.1 The Contractor will be reimbursed for the costs reasonably and properly incurred from the submission of invoices for all disbursements paid to the Employee determined in accordance with the applicable relocation directive, at cost with no allowance for overhead and/or profit. Payments are subject to government audit. The results and findings of the government's audit will be conclusive.

4.2 If there has been any overpayment, it must be promptly refunded to Canada.

## **5. Interest on Disbursements**

5.1 Interest, if applicable, will be charged by the Contractor at the then current prime rate of the Contractor's bank on all disbursements from the date of the disbursement until the date of the payment instrument drawn by the Receiver General for Canada. The Contractor must establish a separate bank account that must be used for the sole purpose of making such disbursements and crediting payments received.

## **6. Total Compensation**

6.1 The Contractor's compensation for services rendered under this contract will be the total of the amounts received by the Contractor in the form of payment for the Firm All-Inclusive Administration Fees. These will be the sole source of compensation for all services as defined in Annex A, (excluding Section 7.0 Additional Work Requirements). The Contractor will be compensated for Additional Work Requirements in accordance with Article 7 below.

6.2 Any disbursements, will be reimbursed at cost with no allowance thereon for overhead and/or profit, as indicated under Article 2 – Schedule for Payment and Article 3 – Elements Subject to a Ceiling Fee – Third-Party Service Providers (TPSP) Invoices above.

6.3 The Contractor must not collect commissions, referral fees, registration fees, or publication fees under any circumstance in connection with services provided under this contract from any realtors, agents, lawyers, notaries, or other service suppliers or employees. Collection of any such fees must be promptly given to Canada, and the Contractor will be considered in a breach of contract.

## **7. Additional Work Requirements - Unfunded**

7.1 The Basis of Payment related to any Additional Work Requirement defined under Section 7.0 of Annex A will be incorporated through an official contract amendment.

7.2 Travel and Living Expenses: If travel and living expenses are incurred as part of an AWR, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/menu-travel-voyage\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage_e.asp)), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Customs duty are excluded and Goods and Services Tax or Harmonized Sale Tax is extra, if applicable.

7.3 All travel must have the prior authorization of the CA. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.



Contract Number / Numéro du contrat <b>24062-140087</b>
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**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Treasury Board Secretariat		2. Branch or Directorate / Direction générale ou Direction Compensation and Labour Relations Sector	
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 To provide assistance to persons and their families when being transferred within Canada including administrative and physical needs e.g. selection of new living arrangements, disposal of current living arrangements, and advise on ramifications of decisions made by the transferee.			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité
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Annex C



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>24062-140087</b>
Security Classification / Classification de sécurité

**Partie 9 - Contrôles de l'accès à l'information**

9. 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 :

**Partie 10 - Contrôles de sécurité des personnes**

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

**Partie 11 - Contrôles de sécurité des renseignements**

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

**Partie 12 - Contrôles de sécurité des technologies de l'information**

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

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

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Annex C



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>2A062-140087</b>
Security Classification / Classification de sécurité

**PARTIE 1 - Remplir / PARTIE 1 - Remplir**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / Très SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET / COMSEC Très SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / Très SECRET	
							NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL	A		B	C					
Information / Accès / Renseignements / Plans / Production	✓	✓	✓														
IT Media / Support TI	✓	✓	✓														
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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

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

## CONTRACT TBS

### ANNEX D

#### INSURANCE REQUIREMENTS

##### 1. Commercial General Liability Insurance

1.1 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 \$10,000,000 per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the 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 Insured: 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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Deleted.

(o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(p) 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 codefend 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.

## 2. Errors and Omissions Liability Insurance

2.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 loss and in the annual aggregate, inclusive of defence costs.

2.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2.3 The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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## PART 7 - CONTRACT RCMP RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in Annex B-1, Basis of Payment.
- (b) Any Work performed must fall within the scope of the Annex A-1, Statement of Requirements.
- (c) **Client:** Under the Contract, the "**Client**" is the Royal Canadian Mounted Police.
- (d) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (e) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

### 7.2 Optional Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the services described in the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract Basis of Payment, for up to 2 additional 1 year periods. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise this option at any time by sending a written notice to the Contractor at least 180 calendar days before the expiry date of the Contract.

### 7.3 Minimum Work Guarantee

- (a) In this clause,
  - (i) "**Maximum Contract Value**" means the amount specified in the "**Limitation of Expenditure**" clause set out in the Contract (excluding Applicable Taxes); and
  - (ii) "**Minimum Contract Value**" means \$40,000.00.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract:
  - (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten business days of Contract award.

#### 7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.5 Security Requirement

The following security requirement (Annex C - SRCL and related clauses) applies and forms part of the Contract.

- (a) The Contractor must hold a valid Designated Organization Security clearance.
- (b) The Contractor's resources requiring on-site access are required to be security cleared at the level of Facility Access 2 as verified by the Personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
- (c) Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
- (d) No Protected or Classified information or other assets will be removed from the RCMP facility without the approval of the Departmental representative or technical authority. If approved the transport and/or transmittal must comply with the security requirements identified in the RCMP's Transport and Transmittal Guide.
- (e) Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.
- (f) The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
- (g) The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- (h) The Contractor will be responsible for advising the RCMP of any changes in personnel security requirements. i.e.: Cleared personnel leaving the company or no longer supporting

the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal.

- (i) All Contractor resources will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).

## 7.6 Contract Period

- (a) Contract Period: The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends 5.5 years later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- (b) Implementation Period

The first 6 month period of the Contract will be a transition/ramp up period. The Contractor must perform the Work set out under Annex A-1, Statement of Requirements, section 4.0 during this period.

If for any reason, during the first 6 months after Contract award, Canada determines, at its sole discretion, that the Contractor will not deliver as stated in the Contractor's Implementation Plan, Canada can terminate the Contract for default and award a contract to the Bidder ranked as number 2 during the Request for Proposal evaluation process.

- (c) In-Service Period

The Work set out under Annex A-1 section 5.0 for services will commence on the Service Effective Date (SED) and will end 4 years and 11 months later. The end date of the In-Service Period is subject to change if Canada extends the Contract in accordance with 7.2.

- (d) Authorization to Commence the Work

The Contractor must not commence services under the in-Service Period of the Contract until written notification by the Contracting Authority to the Contractor.

- (e) Out-Going Transition Period

The Contractor must provide the Work set out under Annex A-1 section 6.1. The 1 month Out-going Transition Period will commence 4 years and 11 months from the Service Effective Date. The date of the Out-Going Transition Period is subject to change if Canada extends the Contract in accordance with 7.2.

- (f) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods as described in section 7.2.

## 7.7 Authorities

- (a) **Contracting Authority**

The Contracting Authority for the Contract is:

Gordon Sanford

Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Informatics and Telecommunications Systems Procurement Directorate  
11 Laurier Street, Gatineau, Quebec K1A 0S5  
Telephone: 873-469-4633  
Facsimile: 819-956-7179  
E-mail address: gordon.sanford@tpsgc-pwgsc.gc.ca

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

(b) **Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) **Contractor Representative - Program Delivery Manager (PDM)**

**The Contractor's PDM for the Contract is:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7.8 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7.9 Payment**

(a) **Basis of Payment – Firm All-Inclusive Annual Subscription Price**

- (i) The Contractor will be paid a firm all-inclusive annual subscription price for the provision of services as detailed in Annex A-1 - Statement of Requirements, in accordance with Annex B-1 - Basis of Payment, payable in 12 equal monthly payments in arrears. The first payment will be payable one month after SED.
  - (ii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
  - (iii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- (b) **Limitation of Expenditure**
- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included, if applicable and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
  - (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
    - (A) when it is 75 percent committed, or
    - (B) 4 months before the Contract expiry date, or
    - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
  - (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (c) **Method of Payment**
- (i) Progress Payment – Firm All-Inclusive Annual Subscription Fee  
  
Canada will make progress payments in accordance with the Firm All-Inclusive Annual Subscription Fee as described in article 1 of Annex B-1, upon receipt of an invoice and any other document required under the invoicing instructions of the Contract.
- (d) **SACC Manual Clauses**
- (i) A9117C (2007-11-30), T1204 - Direct Request by Customer Department

(e) **Discretionary Audit**

- (i) C0705C (2010-01-11), Discretionary Audit

**7.10 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

**7.11 Certifications**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**7.12 Federal Contractors Program for Employment Equity - Default by Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

**7.13 Applicable Laws**

The Contract shall be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

**7.14 Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 2035 (2015-07-03);
- (c) Annex A-1, Statement of Requirement;
- (d) Annex B-1, Basis of Payment;
- (e) Annex C-1, Security Requirements Check List;
- (f) Annex D-1, Insurance Requirements;
- (g) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ "or" as amended on - \_\_\_\_\_.

**7.15 Foreign Nationals (Canadian Contractor)**

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

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract*

**7.16 Foreign Nationals (Foreign Contractor)**

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

**7.17 Insurance Requirements**

- (a) The Contractor must comply with the insurance requirements specified in Annex D-1. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements will not release the Contractor from or reduce its liability under the Contract.
- (b) 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.
- (c) 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**7.18 Aboriginal Involvement**

- (a) As service delivery locations are unknown at this time but could be in any areas subject to Comprehensive Land Claims Agreements (CLCAs), all CLCAs apply to this procurement.
- (b) The Contractor is required to make every effort to include Comprehensive Land Claims Agreement (CLCA) beneficiary firms as sub-contractors whenever possible for services provided in CLCA settlement areas. An annual report must be submitted to the Contracting Authority one month after the last day of the calendar year providing statistical data on the Third Party Service Providers used in the previous calendar year that are CLCA beneficiary firms.
- (c) For a list of Inuit businesses for the James Bay and Northern Quebec Agreement and for the Nunavik Inuit Land Claims Agreement, consult the Nunavik Regional and Private Business Directory. (<http://www.krg.ca/pdf/forms/NunavikBusDirectory2007.pdf>)
- (d) For a list of Cree businesses for the James Bay and Northern Quebec Agreement, consult the Grand Council of the Crees telephone directory (<http://www.gcc.ca/teldir.php>).
- (e) For a list of Inuvialuit businesses in the Inuvialuit Settlement Region, consult the Inuvialuit Business List (<http://www.irc.inuvialuit.com/corporate/ibl/>).
- (f) For a list of Gwich'in businesses in the Gwich'in Settlement Area, consult the Gwich'in Business Directory (<http://www.gwichin.nt.ca/GwichinBiz>).
- (g) For a list of Inuit businesses in the Nunavut Settlement Area, consult the Inuit Firm Registry (<http://www.inuitfirm.com/public/index.html>).
- (h) For a list of Sahtu Dene and Metis businesses in the Sahtu Settlement Area, consult the Sahtu Business List (<http://www.sahtu.ca/sahtubusiness.html>).

- (i) For information on Tlicho businesses, consult the Tlicho website (<http://www.tlicho.ca/businesses/index.htm>).
- (j) For a list of Inuit businesses in the Labrador Inuit Settlement Area, consult the Nunatsiavut Government's Inuit Business Directory (<http://www.nunatsiavut.com/en/businessdirectory.php>).

#### **7.19 Innovation and Change**

- (a) At any time during the period of the Contract, Canada will welcome suggestions from the Contractor for innovative approaches to relocation services to improve methods of delivering existing relocation services to members. This may include improved methods of providing these services and assistance to members, such as innovations that result in reduced costs to Canada and/or improved types and levels of customer service. Canada reserves the right to accept or reject any or all suggestions. The cost of suggestion/proposal preparation must be borne by the Contractor. In addition, the development or implementation costs associated with these suggestions must be borne by the Contractor, unless prior approval is received in writing from the Contracting Authority.

#### **7.20 Disclosure of Information**

- (a) The Contractor agrees to the disclosure of its Third-Party Service Providers (TPSP) prices incurred in course of conducting the Work for Canada, and further agrees that it will have no right to claim against Canada, the RCMP, their employees/members, agents or servants, or any of them, in relation to such disclosure.
- (b) The Contractor agrees to the disclosure of the names and contact information of all Third-Parties providing services to Canada's future relocation services contractors, and further agrees that it will have no right to claim against Canada, the RCMP, their employees/members, agents or servants, or any of them, in relation to such disclosure.

#### **7.21 Scans for Computer Viruses**

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

#### **7.22 Ownership of Intellectual Property**

- (a) All data collected during the period of the Contract remains the property of Canada and must be accessible to the TA, CA and the appropriate member. All data collected must be transferred to the TA in a format approved by the TA and in accordance with Annex A-1.

#### **7.23 In-House Services**

- (a) The Contractor agrees that nothing in this Contract prevents Canada to arrange for alternate services by providing in-house services. Canada reserves the right to do so at its entire discretion whenever Canada is of the opinion that it would best serve the interest of Canada.

#### **7.24 Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
  - (i) Name
  - (ii) Name
  - (iii) etc.

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

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

#### 7.25 Replacement of Specific Individuals

- (a) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - (i) the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - (ii) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.
- (b) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
  - (i) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or

- (ii) assess the information provided under (a) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (i) above, or require another replacement in accordance with this subarticle (b).

Where an Excusable Delay applies, Canada may require (ii) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (c) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **7.26 Representations and Warranties**

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

#### **7.27 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

#### **7.28 Termination for Convenience**

With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

- (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**CONTRACT RCMP**

**RCMP ANNEX A-1**

**-RCMP ONLY-**

**STATEMENT OF REQUIREMENT (SOR)  
FOR THE ADMINISTRATION OF  
THIRD PARTY SERVICE PROVIDERS  
AS PART OF THE GOVERNMENT OF CANADA RELOCATION  
SUPPORT SERVICES (GCRSS)**

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## 1 SCOPE

### 1.1 Objective

The objective is to ensure that all relocating RCMP members are provided with access to Third Party Service Providers (TPSP) for the services of realtors, agents, lawyers, notaries, home inspectors and appraisers. This access must ensure that RCMP members can obtain timely, accurate and geographic specific information at origin and at destination.

It is essential that the RCMP provide an opportunity to TPSP across the country to participate in the relocation of RCMP members and be remunerated at a fair and competitive price. It is also essential that Canada obtain these services for a reasonable value and remunerates the Contractor and the TPSP for services rendered. Consequently, the Contractor is not permitted to collect commissions, referral fees, registration fees, or publication fees from TPSP and is not permitted to charge the TPSP for network, audit or any other fees for their participation in the TSPS Directory.

### 1.2 Fixed Access Fee

The RCMP requires the tasks described in this document to be provided based on a Firm All-inclusive Annual Subscription Fee.

## 2 GENERAL SCOPE

### 2.1 General

The Contractor is responsible for the management of a TPSP Directory and related tasks and deliverables, as described in the subsequent sections of this document.

### 2.2 TPSP Support to Regions and Work Locations

The RCMP provides policing services across all provinces and territories within Canada. There are over 700 detachments to or from which members can be transferred. RCMP members reside in the communities surrounding these detachments. Appendix R-1 provides a list of the current detachments throughout Canada. The provision of RCMP locations does not represent a commitment to future usage of TPSP services in those locations. The list represents the majority of locations required by the RCMP for TPSP services, however, the list is not all-inclusive. Members may require TPSP services in any location throughout Canada.

### 2.3 Contractor Management Team

The Contractor must recruit, staff, and train all necessary personnel.

The Contractor must provide a Program Delivery Manager (PDM) responsible for leading the Contractor Team who must provide all the required services identified in the RCMP SOR. The number of team members and the composition of the team are the Contractor's responsibility. The PDM will lead the implementation, respond to questions from the RCMP's Technical Authority (TA) throughout the Contract period and attend quarterly Performance Review Meetings (PRM) in Ottawa (National Capital Region), either in person or via teleconference.

## 2.4 Hours of operation

The Contractor must provide direct access by the TA to the Contractor's PDM, from 0800 to 1700 hours eastern standard time, Monday to Friday, excluding statutory holidays.

## 3 SERVICE DELIVERY PERIODS

The Contractor must provide services under the following three delivery periods:

- a. Implementation Period;
- b. In-Service Period; and
- c. Out-Going Transition Period.

The following provides a brief overview of the requirements associated with each period.

### 3.1 Implementation Period

This 6 month period commences upon Contract Award, and is defined as the period from the date of Contract Award to the anticipated Service Effective Date (SED). The Contractor must undertake all necessary planning activities, including any transition from the Out-Going IRP Contractor, to establish the processes, resources and infrastructure to support delivery of TPSP services in the In-Service Period, and to provide the required deliverables (detailed requirements for the Implementation Period are provided in Section 4).

### 3.2 In-Service Period

This period commences on the SED and encompasses provision and delivery of all the RCMP TPSP services and requirements established in the Contract. The In-Service Period will end when the Out-Going Transition Period commences (i.e. 4 years and 11 months from date of SED).

The Contractor must perform, on behalf of the RCMP, the coordination and management of subcontracts with TPSP (detailed requirements are provided in Section 5).

### 3.3 Out-Going Transition Period

The Out-Going Transition Period (OGTP) is defined as the 1 month period which commences 1 month prior to the Contract expiry date and ends on the Contract expiry date.

During this period, the Contractor must undertake all necessary out-going activities (detailed requirements are provided in Section 6).

## 4 IMPLEMENTATION PERIOD - DETAILED REQUIREMENTS

The following sections provide specific details on the tasks to be performed, and the deliverables to be provided, by the Contractor, during this period. Deliverables should be provided in electronic format unless otherwise indicated.

#### 4.1 Implementation Plan

The Contractor must develop an Implementation Plan within 10 days after contract award. Upon approval of the Plan by the TA, the Contractor must implement and manage all activities and milestones in accordance with the approved Plan.

As a minimum, the Implementation Plan must include:

- a. A Gantt chart detailing all activities to be completed, related milestones, persons involved in and/or responsible (the implementation management team, the on-going service management team, TA), to allow for an orderly ramp up to fully meet all requirements by the SED;
- b. All necessary activities required to be completed so that the secure website is ready for implementation, successfully tested, certified and accredited at least 30 calendar days prior to the SED;
- c. A communication strategy that must define, establish and maintain ongoing communications with the TA throughout the Implementation Period and provide for regular contact with the TA to ensure smooth, efficient and uninterrupted transition between Contracts. All communication materials developed for circulation to RCMP members must be in English and French and must be delivered to the TA for distribution.

#### 4.2 Implementation Progress Review Meetings

The Contractor and appropriate Contractor personnel (PDM) must attend bi-weekly Implementation Progress Review Meetings, as required, with the TA and any other invitees deemed appropriate by the TA.

The Contractor must:

- a. Prepare, in consultation with the TA, and distribute the Agenda listing the date, time, location, attendees' names, titles, and discussion items to be covered;
- b. Ensure appropriate Contractor personnel is included as determined by the Agenda items to be discussed;
- c. Submit the updated Implementation Plan prior to each Implementation Progress Review Meeting, indicating the Implementation Plan activities that have taken place, and those that are planned for the following period, major accomplishments, missed scheduled activities, describing reasons for delays, current status of problems, and actions taken or planned to resolve the problems;
- d. Update and distribute the Implementation Plan, by including the status of each action (Open or Closed), a description of the action to be taken, indicating who is responsible for action, and setting a target date. All items must remain open until a decision is recorded in the Implementation Progress Review Meeting minutes to close the item.

Any costs (such as travel and living costs) incurred in the attendance of these meetings are the responsibility of the Contractor. Meetings will be held at RCMP facilities in Ottawa or by teleconference at the discretion of the RCMP.

#### 4.3 Secure Website

The Contractor must develop and provide access to a secure website that will be used throughout the Contract period.

As a minimum, the website must:

- a. Include a secure, password protected, portal for access and use by the TA and RCMP members;
- b. Be available and fully functional 10 business days before SED;
- c. Contain access to bilingual user manuals and standard reports of TPSP by type and location;
- d. Contain a searchable TPSP Directory, including associated ceiling rates for each TPSP services, TPSP contact information (hours of operation, phone number, email and street address, language of service delivery);
- e. Contain Service Level Agreement(s) (SLA) in place with the TPSP.

#### 4.4 Reporting Requirements

The Contractor must develop the following reports:

- a. Quarterly TPSP Non-compliance Report: this report must contain all cases of TPSP non-compliance with SLA or the ceiling rates, all actions to address the non-compliance and a mitigation plan outlining actions taken to resolve the issues.
- b. Quarterly TPSP Exception Report: this report must contain all cases and locations where it was not possible for the Contractor to engage the full range of TPSP at the ceiling rate, as well as efforts undertaken by the Contractor to establish such services, and proposed solutions to avoid future issues of a similar nature. This report must also contain any TPSP that is removed from the Directory by the Contractor or who voluntarily withdraws from it, including any provided reasons for their removal or withdrawal.

#### 4.5 Third Party Service Providers (TPSP)

In order to provide the full slate of services required by the SOR, the Contractor must arrange and manage various subcontracts with TPSP for the following services: realtors, lawyers, notaries, home inspectors and appraisers. The subcontracts are to be between the Contractor and the TPSP. Note that the RCMP is not a party in these subcontracts.

The Contractor will have access to the 2009 IRP Contract TPSP Directory, which includes over 11,000 TPSP in every province and territory across Canada for the sole purpose of helping the Contractor in preparing and maintaining the TPSP. As the TPSP Directory is the property of the Government of Canada, it cannot be sold or provided to another party.

Note that the minimum service level requirements outlined below are not necessarily representative of the current service requirements.

The Contractor must ensure that, where available, TPSP who provide services in both Official Languages are included in the directory. The contractor must identify in which official language(s) the TPSP provides the service.

During the Implementation Period the Contractor must:

- a. Develop, at least three months before SED, SLA for each type of TPSP for approval by the TA;
- b. Arrange various subcontracts, including SLA, with TPSP for services, in the locations (see Appendix R-1) within Canada where RCMP members are likely to be relocated. Note that in isolated locations where RCMP members occupy Crown-owned housing, TPSP may not be required;
- c. Using the ceiling rates provided by the Contractor in Annex B-1, ensure that TPSP adhere to the ceiling rates/fees for required services. As indicated in 1.1., the Contractor is not permitted to collect referral fees from TPSP and is not permitted to charge the TPSP for network, audit or any other fees for their participation in the TPSP Directory. Where travel is required for the TPSP in remote locations, the travel costs must be included in the maximum rates. No additional travel costs above the ceiling rates will be permitted;
- d. Ensure that any TPSP who is accepted into the directory meets the following minimum service level requirements:
  - i. Licensed to provide such services. Certifications are provided below as reference in this SOR, however as the name of designations, certifications and licensing bodies change, it is the Contractor's responsibility to ensure that certifications are accurate and appropriate for the service at all times;
  - ii. Located within 100 km of the detachment locations unless the Contractor confirms and it is accepted by the TA that this is not possible in remote locations or where no service provider exists in that geographical range;
  - iii. Realtors must have the required certification in their jurisdiction and have a minimum of 2 years' experience;
  - iv. Lawyers must be members in good standing of the provincial bar association, and have a minimum of 2 years' experience in real estate law;
  - v. Notaries must be members in good standing of the applicable certification board such as "la Chambre des notaires du Québec" or the Society of Notaries Public of British Columbia and have a minimum of 2 years' experience;
  - vi. Appraisers must be members in good standing of appraisal institutes such as the Appraisal Institute of Canada (AIC) or the Canadian National Association of Real Estate Appraisers (CNAREA), visit the applicable property within 5 business days of the request from the Member or on

the date requested by the Member if later and provide the completed report including exterior and interior photos to the Member within 10 business days of the visit to the property;

- vii. Inspectors must be members in good standing with licensed institutes such as the Canadian Association of Home and Property Inspectors (CAHPI), the National Home Inspector Certification Council (NHICC) or equivalent;
  - viii. Meet the privacy, security and data requirements as defined in this SOR;
  - ix. Agree to be contacted directly by the Member. Note that the Contractor will not be contacting the TPSP directly and may not recommend a particular TPSP. *The Contractor will not be invoiced by the TPSP. The RCMP Member will be paying the invoice to the TPSP directly;*
  - x. Agree to return Member calls or emails within 8 business hours;
  - xi. Agree to invoice the Member directly for services;
  - xii. Provide the services in accordance with SLA established by the Contractor; and
  - xiii. Comply with the ceiling rates/fees established by the Contractor.
- e. Develop the TPSP Directory in both Official Languages, including rates/fees, and ensure that the Directory is available on the website, accessible by the TA and RCMP members, at least 1 month prior to SED and at all times during the Contract period.

## 5 IN-SERVICE PERIOD - DETAILED REQUIREMENTS

The following sections provide specific details on the tasks to be performed by the Contractor and the deliverables provided during this phase.

### 5.1 General

The Contractor must provide the RCMP, through the secure website, TPSP information required that relates to relocating members' needs at the origin or destination location.

This information must include:

- a. Directory of available TPSP, explaining how to search the TPSP Directory for TPSP specific to each origin and destination locations. The Contractor must not refer members to a specific TPSP; and

An explanation of the Member's responsibilities when using service providers not included in the TPSP Directory.

## 5.2 On-Going Management of TPSP

The Contractor must manage the various subcontracts with TPSP. The Member will select and make arrangements for required services directly with the TPSP. The TPSP will be submitting invoices directly to the Member for payment.

The Contractor must ensure that the TPSP included in the TPSP Directory adhere to the following:

- a. For each Member home listed for sale with a TPSP realtor, the realtor must provide a full range of services including, but not limited to:
  - i. Marketing advice, including research on listing and sales to establish a competitive and attractive list price;
  - ii. Suggestions on de-cluttering, de-personalizing, staging, repairing, showing the home to optimize its look, inside and out;
  - iii. Writing of description of property and amenities;
  - iv. MLS listing;
  - v. Signage for front yard and for open houses;
  - vi. Advertising in local newspapers, and in the case of unique properties in national newspapers;
  - vii. Provision to the Member, if required and upon request, of a marketing strategy report and 30-day marketing reports providing information on the number of comparable listings, sales activity and any factors impeding the sale of the home;
  - viii. Open houses;
  - ix. Provision of feedback after visits and open houses;
  - x. Receipt and negotiation of offers on behalf of the seller;
  - xi. Assurance that surveys are current.
- b. invoices must contain: the service provider's name and address, invoice date, invoice due date, date services performed, details of services, subtotal of amounts charged and owed (as per ceiling rates), applicable HST/GST amounts and total costs owing;
- c. the fee charged must not be greater than the TPSP ceiling rate; and
- d. invoices must be mathematically correct.

RCMP members will not pay for services until it is confirmed that it is in accordance with the ceiling rates and the SLA.

The Contractor must, upon notification from the TA of non-compliance to ceiling rates or SLA by a TPSP, investigate the nature of non-compliance with the TPSP to address the issue, and either provide a plan as to how future shortfalls will be avoided or if merited in the opinion of the Contractor, remove the TPSP from the Directory.

## 5.3 Management of Non-TPSP Service Providers

The Contractor must continually add and recruit new TPSP throughout the Contract period and update the on-line TPSP on an ongoing basis.

When an RCMP Member selects a service provider not in the Contractor's Directory, the TA will provide the name of the service provider to the Contractor and the Contractor must contact the service provider in order to provide it with the terms and conditions of the GCRSS, including prices, and invite the service provider to join the TPSP Directory. The service provider is not required to join, but a supplier is not a TPSP, as defined in the Contract, unless registered in the Contractor's Directory. Evidence of efforts to engage these suppliers must be presented at quarterly PRM.

#### **5.4 Performance Measures and Review**

The Contractor must provide quarterly performance reports (as detailed in Section 4.4) within 15 days after quarter end.

The Contractor must participate in quarterly PRM with the TA and CA in Ottawa (National Capital Region). Additional meetings may be required to respond to urgent contractual issues or concerns. The Contractor is responsible for the preparation and distribution of the meeting agenda and minutes.

Any costs (such as travel and living costs) incurred in the attendance of these meetings are the responsibility of the Contractor. Meetings will be held at RCMP facilities in Ottawa or by teleconference at the discretion of the RCMP.

### **6 OUT-GOING TRANSITION PERIOD - DETAILED REQUIREMENTS**

The following sections provide specific details on the tasks to be performed by the Contractor and the deliverables provided during this phase.

#### **6.1 Out-Going Transition Period Plan**

In order to ensure continuity and a smooth, efficient and complete transition to a new Contract, the Contractor must, 1 month prior to the Contract expiry date:

- a. Meet with the CA and TA to discuss and confirm cut-off procedures for services, directory maintenance, correspondence, and any other transition issues;
- b. Provide knowledge transfer to the subsequent supplier, including, but not limited to, explaining specific administrative procedures or practices, which are not proprietary to the Contractor, to ensure continuity of service and access after the Contract expiry date;
- c. Establish procedures and processes to address the subsequent management of the TPSP Directory and SLA, and delivery of correspondence;
- d. Establish procedures for addressing correspondence delivered to the Contractor after Contract expiry; and
- e. Establish how correspondence addressed to the Contractor will be handled/forwarded after the OGTP.

## 6.2 **Out-Going Transition Period Activities**

In order to ensure continuity and a smooth, efficient and complete transition to a new Contract, the Contractor must be responsive to all TA requests in further development and execution of the Out-Going Transition Period Plan and, 1 business day prior to the Contract expiry date, provide 2 electronic versions of the TPSP Directory to the TA and CA, one with and one without ceiling rates.

## 6.3 **Responsibilities of Canada**

The TA will be responsible for verifying the completion by the Contractor of all technical requirements and for reviewing and approving (as required) all final deliverables, specifically the TPSP Directory.

## Appendix R-1: RCMP Detachment Locations

### British Columbia

100 Mile House	Fraser Lake	North Vancouver	Tofino
Agassiz	Gabriola Island	Oliver	Trail
Ahousaht	Gibsons	Osoyoos	Tsay Keh Dene
Alert Bay	Gillies Bay	Parksville	Tumbler Ridge
Alexis Creek	Gold River	Peachland	Ucluelet
Anahim Lake	Golden	Pemberton	Valemount
Armstrong	Grand Forks	Pender Island	Vancouver
Ashcroft	Granisle	Penticton	Vanderhoof
Atlin	Hope	Port Alberni	Vernon
Barriere	Houston	Port Alice	Victoria
Bella Bella	Hudson's Hope	Port Hardy	West Kelowna
Bella Coola	Invermere	Port McNeill	Whistler
Big White	Kamloops	Powell River	White Rock
Boston Bar	Kaslo	Prince George	Williams Lake
Bowen Island	Kelowna	Prince Rupert	
Burnaby	Keremeos	Princeton	
Burns Lake	Kimberley	Quadra Island	
Campbell River	Kitimat	Queen Charlotte	
Castlegar	Ladysmith	Quesnel	
Chase	Lake Country	Revelstoke	
Chemainus	Lake Cowichan	Richmond	
Chetwynd	Langley	Salmo	
Chilliwack	Lillooet	Salmon Arm	
Clearwater	Logan Lake	Salt Spring Island	
Clinton	Lumby	Sayward	
Coquitlam	Lytton	Sechelt	
Courtenay	Mackenzie	Shawnigan Lake	
Cranbrook	Maple Ridge	Sicamous	
Creston	Masset	Sidney	
Dawson Creek	Mcbride	Smithers	
Dease Lake	Merritt	Sooke	

Duncan	Midway	Sparwood	
Elkford	Mission	Squamish	
Enderby	Nakusp	Stewart	
Falkland	Nanaimo	Summerland	
Fernie	Nelson	Surrey	
Fort Nelson	New Aiyansh	Takla Landing	
Fort St. James	New Denver	Telegraph Creek	
Fort St. John	New Hazelton	Terrace	

**Alberta**

Airdrie	Gleichen	St Paul
Athabasca	Grande Cache	St. Albert
Banff	Grande Prairie	Stettler
Barrhead	Grimshaw	Stony Plain
Bashaw	Hanna	Strathmore
Bassano	High Level	Sundre
Beaumont	High Prairie	Swan Hills
Beaverlodge	High River	Sylvan Lake
Beiseker	Hinton	Taber
Blackfalds	Innisfail	Thorsby
Blairmore	Jasper	Three Hills
Bonnyville	Kananaskis Village	Tofield
Bow Island	Killam	Turner Valley
Boyle	Kitscoty	Two Hills
Breton	Lac La Biche	Valleyview
Brocket	Lake Louise	Vegreville
Brooks	Leduc	Vermilion
Camrose	Lethbridge	Viking
Canmore	Lloydminster	Vulcan
Cardston	Manning	Wabasca-Desmarais
Chateh	Maskwacis	Wainwright
Chestermere	Mayerthorpe	Waterton Park
Claresholm	McLennan	Westlock
Cochrane	Milk River	Wetaskiwin
Cold Lake	Morinville	Whitecourt
Consort	Nanton	
Coronation	Okotoks	
Devon	Olds	
Didsbury	Oyen	
Drayton Valley	Peace River	
Drumheller	Picture Butte	
Edmonton	Pincher Creek	
Edmonton International Airport	Ponoka	
Edson	Provost	

Elk Point	Raymond	
Evansburg	Red Deer	
Fairview	Red Earth Creek	
Faust	Redcliff	
Foremost	Redwater	
Fort Chipewyan	Rimbey	
Fort Macleod	Rocky Mountain House	
Fort McMurray	Sherwood Park	
Fort Saskatchewan	Slave Lake	
Fort Vermillion	Smoky Lake	
Fox Creek	Spirit River	
Fox Lake	Spruce Grove	

### Saskatchewan

Assiniboia	Kamsack	Regina
Avonlea	Kelvington	Rose Valley
Balcarres	Kerrobert	Rosetown
Beauval	Kindersley	Rosthern
Big River	Kipling	Sandy Bay
Biggar	Kyle	Saskatoon
Blaine Lake	La Loche	Shaunavon
Broadview	La Ronge	Shellbrook
Buffalo Narrows	Lanigan	Smeaton
Canora	Leader	Southend
Carlyle	Lloydminster	Southey
Carnduff	Loon Lake	Spiritwood
Carrot River	Lumsden	St. Walburg
Coronach	Maidstone	Stanley Mission
Craik	Maple Creek	Stony Rapids
Creighton	Martensville	Strasbourg
Cumberland House	Meadow Lake	Sturgis
Cut Knife	Melfort	Swift Current
Delisle	Melville	Tisdale
Deschambault Lake	Milestone	Turnor Lake

Elbow	Montmartre	Turtleford
Emerald Park	Moose Jaw	Unity
Esterhazy	Moosomin	Vonda
Estevan	Morse	Wadena
Eston	Naicam	Wakaw
Fillmore	Nipawin	Warman
Foam Lake	North Battleford	Waskesiu
Fond Du Lac	Onion Lake	Watrous
Fort Qu'Appelle	Outlook	Weyburn
Glaslyn	Pelican Narrows	Wilkie
Gravelbourg	Pierceland	Wollaston Lake
Green Lake	Pinehouse	Wynyard
Hanley	Ponteix	Yorkton
Hudson Bay	Porcupine Plain	
Humboldt	Prince Albert	
Île-à-la-Crosse	Punnichy	
Indian Head	Radisson	
Ituna	Radville	

**Manitoba**

Altona	Lundar	Stonewall
Amaranth	Lynn Lake	Swan Lake
Arborg	Manitou	Swan River
Ashern	McCreary	Teulon
Beausejour	Melita	The Pas
Berens River	Minnedosa	Thompson
Bloodvein	Moose Lake	Treherne
Boissevain	Morden	Virden
Carberry	Morris	Wabowden
Carman	Neepawa	Wasagaming
Churchill	Nelson House	Whitemouth
Cranberry Portage	Norway House	Winnipeg
Cross Lake	Oakbank	Winnipegosis
Crystal City	Opaskwayak	
Dauphin	Oxford House	
Deloraine	Peguis	
East St. Paul	Pinawa	
Easterville	Poplar River	
Elphinstone	Portage la Prairie	
Emerson	Powerview	
Ethelbert	Pukatawagan	
Falcon Beach	Reston	
Fisher Branch	RM of Cornwallis	
Flin Flon	RM of St. Clements	
Gillam	Roblin	
Gimli	Rosburn	
Gladstone	Russell	
Gods Lake Narrows	Selkirk	
Grand Rapids	Shamattawa	
Grandview	Shoal Lake	
Gypsumville	Snow Lake	
Hamiota	Souris	
Headingley	Sprague	
Killarney	St Pierre Jolys	

<b>Solicitation No. – N° de l'invitation</b> 24062-140087/H	<b>Amd. No – N° de la modif.</b>	<b>Title - Sujet</b> GCRSS-SSGRC
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Lac Du Bonnet	Ste. Rose du Lac	
Leaf Rapids	Steinbach	
Little Grand Rapids	Stevenson Island	

**Yukon**

Beaver Creek
Carcross
Carmacks
Dawson City
Faro
Haines Junction
Mayo
Old Crow
Pelly Crossing
Ross River
Teslin
Watson Lake
Whitehorse

**Northwest Territories**

Aklavik	Inuvik
Behchoko	Lutsel K'e
Deline	Norman Wells
Fort Good Hope	Paulatuk
Fort Liard	Sachs Harbour
Fort Mcpherson	Tuktoyaktuk
Fort Providence	Tulita
Fort Resolution	Ulukhaktok
Fort Simpson	Wha Ti
Fort Smith	Yellowknife
Hay River	

**Nunavut**

Arctic Bay	Kugaaruk
Arviat	Kugluktuk
Baker Lake	Pangnirtung
Cambridge Bay	Pond Inlet

Cape Dorset	Qikiqtarjuaq
Chesterfield Inlet	Rankin Inlet
Clyde River	Repulse Bay
Coral Harbour	Resolute Bay
Gjoa Haven	Sanikiluaq
Grise Fiord	Taloyoak
Hall Beach	Whale Cove
Igloolik	
Iqaluit	
Kimmirut	

**Ontario**

Bowmanville
Cornwall
Etobicoke
Kingston
Kitchener
London
Milton
Newmarket
Ottawa
Sarnia
Sault Ste. Marie
Stoney Creek
Sudbury
Thunder Bay
Windsor

**Quebec**

Chicoutimi
Drummondville
Gaspé
Québec
Rimouski
Rouyn-Noranda
Saint-Georges-de-Beauce
Saint-Jean-sur-Richelieu
Saint-Jérôme
Sept-Îles
Sherbrooke
Trois-Rivières
Valleyfield
Westmount

**New Brunswick**

Bathurst	Neguac
Blackville	New Maryland
Bouctouche	Oromocto
Campbellton	Perth-Andover
Caraquet	Richibucto
Chipman	Riverview
Clair	Rivière-Verte
Doaktown	Rogersville
Elsipogtog First Nation	Sackville
Fredericton	Saint Andrews
Grand Bay-Westfield	Saint-Léonard
Grand Falls	Saint-Quentin
Grand Manan	Shediac
Hampton	St. George
Irishtown	St. Stephen
Keswick	Stanley
Lambertville	Sunny Corner
Lamèque	Sussex
McAdam	Tobique First Nation
Minto	Tracadie
Moncton	Welshpool
Nackawic	Woodstock

**Nova Scotia**

Amherst	Middle Musquodoboit
Antigonish	Middleton
Arichat	Musquodoboit Harbour
Baddeck	New Minas
Barrington	Oxford
Bridgetown	Parrsboro
Bridgewater	Pictou
Canso	Port Hawkesbury
Chester	Preston

Cheticamp	Pugwash
Cole Harbour	Sheet Harbour
Digby	Shelburne
Enfield	Sherbrooke
Eskasoni	Springhill
Guysborough	St. Peter's
Halifax	Stellarton
Indian Brook	Stewiacke
Ingonish Beach	Tatamagouche
Inverness	Truro
Kingston	Upper Rawdon
Liverpool	Upper Tantallon
Lower Sackville	Windsor
Lunenburg	Wolfville
Meteghan	Yarmouth

**Prince Edward Island**

Charlottetown
Montague
Rosebank
Souris
Summerside

**Newfoundland and Labrador**

Baie Verte	Makkovik
Bay d'Espoir	Mary's Harbour
Bay Roberts	Marystown
Bell Island	Nain
Bonavista	Natuashish
Burgeo	New-Wes-Valley
Carmanville	Placentia
Cartwright	Port Saunders
Channel-Port Aux Basques	Rigolet
Clarenville	Rocky Harbour
Corner Brook	Roddickton

Deer Lake	Sheshatshiu
Ferryland	Springdale
Flowers Cove	St. Anthony
Fogo Island	St. John's
Forteau	Stephenville
Gander	Twillingate
Glovertown	Whitbourne
Grand Falls - Windsor	
Happy Valley-Goose Bay	
Harbour Breton	
Harbour Grace	
Holyrood	
Hopedale	
Lewisporte	

**CONTRACT RCMP**

**ANNEX B-1**

**BASIS OF PAYMENT**

Note to Bidder: The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the resulting Contract.

**1. Firm All-Inclusive Annual Subscription Fee**

1.1 The Contractor will be paid a firm all-inclusive annual subscription fee in accordance with Table 1 below. The fee is all-inclusive and includes Customs duty, if applicable; and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Table 1 - Firm All-Inclusive Annual Subscription Fee						
Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year 1	Contract Option Year 2
See Note 1 and Note 2						
\$	\$	\$	\$	\$	\$	\$

Note 1: Contract Year 1 includes the Implementation Period and 1 year of the In-Service Period.

Note 2: The Contractor will be paid the Firm All-inclusive Subscription Fee in 12 equal monthly payments in arrears. The first payment will be payable one month after SED.

**2. Third-Party Service Providers (TPSP) Fees**

2.1 The Ceiling Prices by province, as identified in Tables 2A through 2E below, will apply to all services provided by TPSP (including those performed by suppliers selected by the member) at the relocation origin or destination. The Contractor must make every effort to locate and make available to the member TPSP services at less than the ceiling price so that the average billed, to Canada, over the life of the Contract is less than the ceiling price indicated.

2.2 Members will pay TPSP directly upon receipt of a proper invoice.

2.3 The Ceiling Prices are subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with this Annex B-1. These fees expenses will be paid at actual cost up to the ceiling price set out herein with no allowance for profit or overhead.

2.4 The ceiling price payable in any particular year will be the rate in effect at the time the TPSP is called upon to provide the required services.

2.5 For sales handled by lawyers/notaries outside their boundaries via local lawyers or agents, any fees for services from the local lawyers/agents will be the sole responsibility of the selected lawyer. A lawyer/notary who subcontracts will be paid a combined fee for services and subcontracted services no higher than the ceiling price.

2.6 In the province of Quebec, the purchaser's notary handles the sale transaction and therefore there are no fees on the sale transaction. There are, however, fees and disbursements payable by the vendor to the purchaser's notary for the discharge of the mortgage. The Quebec Civil Code indicates it is the responsibility of the purchaser's notary to perform the acquittance of the vendors' mortgage and only with their permission can it be done by another Notary. In most cases, the vendor is obligated to use the purchaser's choice of notary.

**Ceiling Rate Tables 2A to 2E**

**Table 2A - Real Estate Commission (maximum % of the selling price)**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year 1	Contract Option Year 2
Alberta	%	%	%	%	%	%	%
British Columbia	%	%	%	%	%	%	%
Manitoba	%	%	%	%	%	%	%
New Brunswick	%	%	%	%	%	%	%
Newfoundland & Labrador	%	%	%	%	%	%	%
Nova Scotia	%	%	%	%	%	%	%
Northwest Territories	%	%	%	%	%	%	%
Nunavut	%	%	%	%	%	%	%
Ontario	%	%	%	%	%	%	%
Prince Edward Island	%	%	%	%	%	%	%
Québec	%	%	%	%	%	%	%
Saskatchewan	%	%	%	%	%	%	%
Yukon	%	%	%	%	%	%	%

**Table 2B - Legal/Notary Fee (Excludes Disbursements) at Origin**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year 1	Contract Option Year 2
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Alberta	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$

**Table 2C - Legal/Notary Fee (Excludes Disbursements) at Destination**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year 1	Contract Option Year 2
Alberta	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$

Northwest Territories	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$

**Table 2D - Standard Residence Industry Appraisal Fee**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year 1	Contract Option Year 2
Alberta	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$

Yukon	\$	\$	\$	\$	\$	\$	\$
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**Table 2E - Home Inspection Fee**

Province	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Option Year 1	Contract Option Year 2
Alberta	\$	\$	\$	\$	\$	\$	\$
British Columbia	\$	\$	\$	\$	\$	\$	\$
Manitoba	\$	\$	\$	\$	\$	\$	\$
New Brunswick	\$	\$	\$	\$	\$	\$	\$
Newfoundland & Labrador	\$	\$	\$	\$	\$	\$	\$
Nova Scotia	\$	\$	\$	\$	\$	\$	\$
Northwest Territories	\$	\$	\$	\$	\$	\$	\$
Nunavut	\$	\$	\$	\$	\$	\$	\$
Ontario	\$	\$	\$	\$	\$	\$	\$
Prince Edward Island	\$	\$	\$	\$	\$	\$	\$
Québec	\$	\$	\$	\$	\$	\$	\$
Saskatchewan	\$	\$	\$	\$	\$	\$	\$
Yukon	\$	\$	\$	\$	\$	\$	\$

#### 4. Total Compensation

4.1 The Contractor's compensation for services rendered under this contract will be the total of the amounts received by the Contractor in the form of payment for the Firm All-Inclusive Annual Subscription Fee. These will be the sole source of compensation for all services as defined Annex A-1.

4.2 The Contractor must not collect commissions, referral fees, registration fees, or publication fees under any circumstance in connection with services provided under this contract from any realtors, agents, lawyers, notaries, or other service suppliers or employees. Collection of any such fees must promptly be returned to Canada, and the Contractor will be considered in a breach of contract.

20151126052



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat M7594-164574
Security Classification / Classification de sécurité

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine RCMP	2. Branch or Directorate / Direction générale ou Direction CAP&C	
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 Provide the RCMP with a list of service providers that they can utilise: eg realtors, appraisers, lawyers, notaries, and home inspectors.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input 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(les): / Préciser le(s) pays:	Specify country(les): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>M 7594 - 169574</b>
Security Classification / Classification de sécurité

**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 / Non  Yes / 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 / Non  Yes / Oui

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

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

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

<input 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 : RCMP facility access with escort.

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

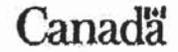
**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Annex C-1



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>M 7594-164574</b>
Security Classification / Classification de sécurité

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

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

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

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

**Solicitation No. – N° de l'invitation**  
24062-140087/H

**Amd. No – N° de la modif.**

**Title - Sujet**  
GCRSS-SSGRC

## CONTRACT RCMP

### ANNEX D-1

## INSURANCE REQUIREMENTS

### 1. Commercial General Liability Insurance

1.1 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 \$10,000,000 per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the 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 Insured: 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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Deleted.

(o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(p) 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 codefend 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.

## 2. Errors and Omissions Liability Insurance

2.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 loss and in the annual aggregate, inclusive of defence costs.

2.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2.3 The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## Bidder Forms

### Form 1

#### Bid Submission Form

<b>Form 1 - BID SUBMISSION FORM</b>	
<p><b>Bidder's full legal name</b></p> <p><i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i></p>	
<p><b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b></p>	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
<p><b>Bidder's Procurement Business Number (PBN)</b></p> <p><i>[see the Standard Instructions 2003]</i></p> <p><i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i></p>	
<p><b>Jurisdiction of Contract:</b></p> <p>Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)</p>	
<p><b>Former Public Servants</b></p> <p>See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>

<b>Form 1 - BID SUBMISSION FORM</b>									
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>								
	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td></td> </tr> </table>								
	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td></td> </tr> </table>								
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<p><b>Security Clearance Level of Bidder</b></p> <p><b>[include both the level and the date it was granted]</b></p> <p><i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i></p>									
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>									
<p><b>Signature of Authorized Representative of Bidder</b></p>	<p>_____</p>								



<sup>1</sup> for which no pardon or equivalent has been received.

	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
<b>Corruption of Foreign Public Officials Act</b> 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controlled Drugs and Substance Act</b> 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other Acts</b> 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

**Additional Comment**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

**Form 3  
List of Names Form**

In accordance with Part 5, Article 5.2 (a) – Integrity Provision – List of Names, please complete the Form below.

<b>Complete Legal Name of Company</b>	
<b>Company's address</b>	
<b>Company's Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name) Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	
<b>Comments</b>	

**Form 4 to Part 5 – Bid Solicitation  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment and Social Development Canada (ESDC) - Labours' website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC -Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- B1 The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions.)

## Form 5

### Canadian Content Certification

In accordance with Part 5, Subarticle 5.1 (b) – Canadian Content certification, as applicable, Bidders are to complete the Form below.

#### Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.