

SOLICITATION CLOSES L'INVITATION PREND FIN

at - à 14:00

on - le 13 July 2016

Time Zone: - Fuseau horaire : Eastern Daylight Time (EDT) Heure avancée de l'Est (HAE)

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

Proposal to: Department of National Defence

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 au : ministère de la Défense nationale (MDN)

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ.

Issuing Office - Bureau de distribution

Director Services Contracting 4 (D Svcs C 4) / Direction - Contrats de services 4 (DC Svcs 4)

Title - Sujet

Consumer Credit Information and Credit Reports

Solicitation No. - N° de l'invitation

DND-16/0009951

Date

27 June 2016

Reference No. (optional) - N° de référence (facultatif)

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to / Par courriel au:

DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca

Director Services Contracting 4 / Direction - Contrats de services 4 Attention: Kim Seguin

Address enquiries to:

Adresser toute demande de renseignements à :

Kim Seguin

Telephone No. E-Mail Address

N° de téléphone Courriel

Kim.Seguin@forces.gc.ca

FOB - FAB

See herein / Voir dans les présentes.

Destination

See herein / Voir dans les présentes.

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)

Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date



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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 bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Security Requirements Checklist and the Basis of Payment.

1.2 Summary

- 1.2.1 The Department of National Defence has a professional services requirement for the provision of consumer credit information and credit reports. The period of the requirement is for three years, plus one option period of one year.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsqc-pwqsc.qc.ca/index-eng.html) website".
- 1.2.3 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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. The debriefing may be in writing, by telephone or in person.

1.4 Office of the Procurement Ombudsman

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-800-734-5169 or by e-mail at boa.opo.gc.ca. You can also



obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca. Furthermore, the OPO offers an alternative dispute resolution service to resolve any dispute between the parties respecting the interpretation or application of a term and condition of the resulting contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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.

The <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, **Procurement Business Number** is deleted in its entirety.
- b) Section 05, **Submission of Bids** Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

- (d) send its bid only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.
- c) Section 05. **Submission of Bids** Subsection 3 is deleted.
- d) Section 05, **Submission of Bids** Subsection 4 is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

- e) Section 06, Late Bids is deleted in its entirety.
- f) Section 07, **Delayed Bids** is deleted and replaced by:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

- g) Section 08, **Transmission by Fax** para (1) is deleted in its entirety.
- h) Section 20, **Further Information** is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DND will not be accepted.

2.3 Former Public Servant

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 FPSs, 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.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner. "pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

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 FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. 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.

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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property – Not Applicable – Intentionally DELETED from this requirement



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I, Technical Bid: one (1) soft copy submitted by e-mail;

Section II, Financial Bid: one (1) soft copy submitted by e-mail;

Section III, Certifications Not Included in the Technical Bid: one (1) soft copy submitted by e-mail.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Technical Bid

In their 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 in a thorough, concise and clear manner for carrying out the work.

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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation



Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.2 Electronic Submissions

- A. Unless specified otherwise in the bid solicitation or otherwise directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page 1 of the bid solicitation.
- B. Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory Criteria

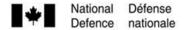
M1	The Bidder must clearly demonstrate that it holds a valid Canadian provincial credit reporting license.
	Information to Bidders: The Bidder should provide a copy of the license or other verifiable proof.
M2	The Bidder must clearly demonstrate that it has provided credit reports to at least two clients in the past where the average number of credit check requests was at least 200 per day.
M3	The Bidder must demonstrate that it can provide DND with direct access to a national credit bureau database that will permit DND staff to submit credit check requests from a DND location.
	Information to Bidders: The Bidder should provide an explanation, including its approach and limitations, if applicable, on how it will provide DND with direct access.

4.1.2 Financial Evaluation

- 4.1.2.1 Offerors must submit pricing in accordance with the Basis of Payment, Annex "B", as firm all-inclusive rates for all pricing requirements or their offer will be considered non-responsive and will be given no further consideration.
- 4.1.2.2 The responsive offer offering the lowest total evaluated price will be recommended for award of a Standing Offer.

4.2 Basis of Selection – Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid – Not Applicable – Intentionally DELETED from this Requirement

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website <a href="http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award – Not Applicable – Intentionally DELETED from this Requirement



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 -Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. 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.
- 6.2 Controlled Goods Requirement Not applicable intentionally DELETED from this requirement



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

7.2.2 Supplemental General Conditions

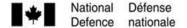
4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PSPC FILE # SRCL 16-0009951

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer, hold a valid Designated Organization Screening (DOS) with approved Document
 Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security
 Directorate, Public Services and Procurement Canada (PSPC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PSPC.
- 3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.



- 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 B:
 - (b) Industrial Security Manual (Latest Edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to three years later (to be specified in the resulting contract).

7.4.2 Option to Extend the Contract

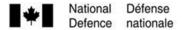
The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities (to be specified in the resulting contract)

7.5.1	Contracting Authority
The Co	ntracting Authority for the Contract is:
Organiz	d designation: zation: s:
Facsimi	one: ile: address:
Contract work in	ntracting Authority is responsible for the management of the Contract and any changes to the ct must be authorized in writing by the Contracting Authority. The Contractor must not perform excess of or outside the scope of the Contract based on verbal or written requests or instructions bybody other than the Contracting Authority.
7.5.2	Procurement Authority
The Pro	ocurement Authority for the Contract is:
Name: Title and	d designation:





Organization: Address:	
Telephone: Facsimile: E-mail address:	
administration of	nt Authority is responsible the Contract. The Con

The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Technical Authority

The Technical Authority for the Contract is	s:
Name: Title and designation: Organization: Address:	
Telephone: Facsimile: E-mail address:	

The Technical Authority 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.

7.5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: Title: Organization: Address:	-			-
Telephone: Facsimile: E-mail address:		- <u>-</u>	_ -	-

7.6 Proactive Disclosure of Contracts with Former Public Servants

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



7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$______ (to be specified in the resulting contract). Customs and duties are *included* and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be specified in the resulting contract). Customs duties are included and Applicable Taxes are extra.
- 2. 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. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

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

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

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;



- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 2. a copy of the monthly progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

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, 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.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2016-04-04), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Security Requirements Checklist (SRCL):
- (f) Annex C, Basis of Payment; and
- (g) the Contractor's bid dated _____ (to be specified in the resulting contract), as clarified on _____ and as amended on _____ (to be specified in the resulting contract, if applicable)

7.12 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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





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

7.14 Insurance

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

- 7.15 Controlled Goods Program Not Applicable Intentionally DELETED from this requirement
- 7.16 Non-Disclosure Agreement Not Applicable Intentionally DELETED from this requirement

7.17 Office of the Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo.gc.ca.

7.18 No Responsibility to Pay for Work not performed due to Closure of Government Offices

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

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



ANNEX "A"

STATEMENT OF WORK (SOW)

Consumer Credit Information and Credit Reports for the Director Personnel Security and Identity Management (DPSIM)

1 REQUIREMENT

The Personnel Security Screening Office (PSSO), on behalf of the Director Personnel Security and Identity Management (DPSIM), requires the ability to check the credit history of new staff, current staff and persons associated with the Canadian Armed Forces (CAF) and the Department of National Defence (DND) as part of the security screening process. This is mandated by the Treasury Board Secretariat (TBS) Standard on Security Screening dated October 20, 2014. In order to achieve this, DPSIM requires access to consumer credit information.

2 BACKGROUND

PSSO is responsible for conducting personnel security screening for the CAF and DND. Consumer credit information from a credit report is used to determine whether an individual might be subject to financial pressures that could affect the trustworthiness of that individual in relation to the duties to be performed. A credit report is a record of an individual's financial information including debt and payment history that will contain information on late and outstanding payments, and bankruptcy. Over the past few years up to 400-credit report requests have been processed daily, with an average of 34,000 credit requests, per year.

3 OBJECTIVE

The objective of this requirement is for the provision of credit checks and reports, as requested by PSSO staff for both bulk and individual requests.

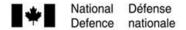
4 SCOPE

The Contractor must provide a method by which PSSO can request that credit reports be obtained. Credit check requests will be submitted directly by PSSO staff along with all information required to conduct checks on the individual. It will be the responsibility of DND to ensure the individual consents to having their credit history checked.

5 TASKS

5.1 The Contractor must:

- a) comply with all relevant Federal and Provincial statutes:
- b) maintain a business continuity plan that ensures its ability to continuously provide service during adverse situations (i.e. transit strike, natural disaster, influenza epidemic or pandemic),
- c) provide on-site support to provide training and troubleshooting and, at minimum, have this support available from Monday to Friday between 0600-1800hrs;
- d) provide DND direct access to the database of a national credit bureau which will allow staff to submit an average of 200 to 800 credit check requests per day and for DND to obtain electronic credit reports based on the information provided. This submission of requests will be done either through batch or individual requests electronically:
- e) establish connectivity and new process, as applicable, within 5 working days of awarding the contract.



- 5.2 The Contractor must ensure that all information provided as a result of the credit check requests is up-to-date.
- 5.3 The Contractor must provide reports within 120 minutes of batch requests based on an average 200 to 800 reports a day.
- 5.4 The Contractor must provide reports within 60 minutes of individual/manual requests.

6 DELIVERABLES

The Contractor must provide credit reports, regardless of whether the reports are adverse or favourable.

Credit reports, whether they are requested by batch or by individual requests, must include the following consumer information: current residence, current employment, file summary, trades, mortgages (including mortgage provider information), inquiries, and any adverse information.

In the event that a request is returned as "no hit" or inconclusive, the Contractor will not charge DND for the cost of the re-submission for the same request. DPSIM/PSSO will only be charged per hit or conclusive result.

7 LANGUAGE OF WORK

The Contractor must provide the majority of credit reports in English, but may be required to provide some credit reports in French, upon request by the Technical Authority.

8 TRAVEL REQUIREMENTS

There are no travel requirements.

9 LOCATION OF ACCESS

DND staff will access the consumer credit information database from their current location at 2200 Walkley Road, Ottawa, Ontario. The location may change to another site within the National Capital Region. If the Contractor provides equipment and/or contractor-owned property in order to access the database, it will be the responsibility of the Contractor to move any contractor owned property to the new location and ensure it is functioning properly.

10 HOURS OF SERVICES

Services will be required during regular business hours (Monday to Friday between 06h00 and 18h00).

11 CLIENT SUPPORT

11.1 Government supplied equipment will be limited to that which is necessary for performance of the work as described in this Statement of Work, e.g. provision of workspace for necessary equipment. However, this limitation does not preclude a favorable response by DND to any reasonable need, identified by the Contractor, for additional assistance where such a need could not have been foreseen and is clearly in support of the spirit and intent of the contracted work.

12 GOVERNMENT SUPPLIED DATA

12.1 DND will submit the following information in order to receive credit reports. Additional information may be submitted if the request provides no conclusive results:



- 1. Subject identification:
- a) Surname (Last name)
- b) First name
- c) Middle name
- d) Phone number
- e) Date of birth
- 2. Current and previous addresses:
- a) Street Number and street name
- b) City
- c) Province
- d) Postal code
- 3. Current employer
- 12.2 The Contractor must take appropriate safeguards to ensure the security and confidentiality of the personal information provided and collected.



ANNEX "B"

SECURITY REQUIREMENTS CHECKLIST (SRCL)

	Government	Gouvernement			Contract Number / Numéro du cor	ntrat
	of Canada	du Canada			16/0009951	
				S	Security Classification / Classification de UNCLAS	e sécurité
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		SI	ECURITY REQUIREMEN	NTS CHECK LIS	ST (SRCL)	
		LISTE DE VÉRIFIC	CATION DES EXIGENCE	S RELATIVES	À LA SÉCURITÉ (LVERS)	
1. Originating	Government Dens	MATION / PARTIE A artment or Organization	- INFORMATION CONTRA		Branch or Dispetante / Dispetion of	Market Control
Ministère o	u organisme gouv	ernemental d'origine	DND		 Branch or Directorate / Direction géne VCDS/DGDS/PSSO 	erale ou Direction
a) Subcontr	ract Number / Num	néro du contrat de so		ame and Address	of Subcontractor / Norn et adresse du	sous-traitant
4. Brief Descr	intion of Work / Br	ève description du tra	lieve			
Director Ge	neral Defence Secur	ity (DGDS) requires the	ability to check the credit history	of new staff curren	t staff and persons associated with the Cana	edian Armed Forces
(CAF) and I	Department of Nation eening process.	nal Defence (DND) for se	curity screening purposes. DGD	OS requires a profes	sional service contract for personal credit inf	ormation as part of the
security son	eeting process.					
5. a) Will the s	supplier require ac	cess to Controlled Go	oods?			✓ No Yes
		ès à des marchandis				Non L Oui
Regulation	supplier require ac ons?	cess to unclassified r	nilitary technical data subjec	t to the provisions	s of the Technical Data Control	✓ No Yes Oui
Le fourni	sseur aura-t-il acc	ès à des données tec	chniques militaires non class	sifiées qui sont ass	sujetties aux dispositions du Règlemen	it Non Our
6. Indicate the	ntrôle des données	s techniques? equired / Indiquer le ty	vne d'accès requis			
			ss to PROTECTED and/or (OLACCIFIED info		
Le fourni	sseur ainsi que les	s employés auront-ils	accès à des renseignement	ts ou à des biens	PROTÉGÉS et/ou CLASSIFIÉS?	No Ves Oui
(Specify)	the level of access	s using the chart in Qu	uestion 7. c)			
6. b) Will the s	supplier and its em	plovees (e.g. cleaner	u qui se trouve à la question	require access to	restricted access areas? No access to	No Yes
PRUIEC	TED and/or CLAS	SSIFIED information of	or assets is permitted.			Non Oui
à des ren	sseur et ses emple nseignements ou à	oyes (p. ex. nettoyeur des biens PROTÉG	rs, personnel d'entretien) au ÉS et/ou CLASSIFIÉS n'est	ront-ils accès à de	es zones d'accès restreintes? L'accès	
6. c) Is this a	commercial courier	r or delivery requirem	ent with no overnight storag	ie?		✓ No Yes
			on commerciale sans entre			Non Oui
7. a) Indicate t		ation that the supplier	will be required to access /	Indiquer le type d'	information auquel le fournisseur devra	a avoir accès
	Canada	✓	NATO / OTAN	4	Foreign / Étrange	r
7. b) Release No release re	restrictions / Restr	rictions relatives à la				
	iction relative	✓	All NATO countries Tous les pays de l'OTAN		No release restrictions Aucune restriction relative	
à la diffusion	L. Committee of the Com				à la diffusion	
Not releasab	le [
À ne pas diffi	user L				1	
Restricted to:	: / Limité à :		Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify coun	try(ies): / Préciser	le(s) pavs :	Specify country(ies): / Pré-	ciser le(s) pays :	Specify country(ies): / Préci	ser le(s) navs :
				or refer bases.	opening country (1887). The st	our ic(o) payo .
	nformation / Nivea	u d'information				
PROTECTED PROTEGÉ A		10m	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A	
PROTECTEL			NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B		- MACCO 1886	NATO DIFFUSION RESTR	REINTE L	PROTÉGÉ B	
PROTECTEL PROTEGÉ C	10070		NATO CONFIDENTIAL		PROTECTED C	一种技术性景
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TOP SECRE					TOP SECRET (SIGINT)	
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8. Will the sup	tinued) / PARTIE A (suite) polier require access to PROTECTE	D and/or CLASSIFIED COMSEC	nformation or assets?		No Yes	
Le fournisse	eur aura-t-il accès à des renseigne	ments ou à des biens COMSEC dé	signés PROTÉGÉS et/ou CL	ASSIFIÉS?	✓ Non Oui	
	cate the level of sensitivity: mative, indiquer le niveau de sensit	pilité :				
9. Will the sup	oplier require access to extremely s eur aura-t-il accès à des renseigne	ensitive INFOSEC information or a		e?	No Yes	
	s) of material / Titre(s) abrégé(s) du	ı matériel :				
	Number / Numéro du document : RSONNEL (SUPPLIER) / PARTIE	B - PERSONNEL (FOURNISSEUR	3)			
	nel security screening level require					
V	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET	TOP SEC		
П	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC	TOP SECRET TRÈS SECRET	
	SITE ACCESS ACCÈS AUX EMPLACEMENTS	3/1-3	MATO SECRET	COSIMIC	TRES SECRET	
	Special comments:					
	Commentaires spéciaux :					
		ing are identified, a Security Classifi ux de contrôle de sécurité sont req			e fourni	
	screened personnel be used for po sonnel sans autorisation sécuritaire	rtions of the work?	to all the state of the state o	Too is occurred and our	No Yes	
	If Yes, will unscreened personnel be escorted?					
Dans I'a	affirmative, le personnel en questio	n sera-t-il escorté?			Non Oui	
PART C - SA	FEGUARDS (SUPPLIER) / PARTI	E C - MESURES DE PROTECTIO	N (FOURNISSEUR)	STATE OF STREET		
INFORMATI	ON / ASSETS / RENSEIGNEN	IENTS / BIENS				
44 a) \\All the	supplier be required to receive an	d store DDOTECTED and/or CLAS	SIEIED information or assets	on its site or	No Yes	
premise	es?				Non Vies	
CLASS	nisseur sera-t-il tenu de recevoir et IFIÉS?	d'entreposer sur place des renseig	nements ou des biens PRO	EGES et/ou		
	supplier be required to safeguard nisseur sera-t-il tenu de protéger de		OMSEC?		No Yes	
PRODUCTION	ON					
	747					
11. c) Will the	production (manufacture, and/or rep	air and/or modification) of PROTECT	ED and/or CLASSIFIED mate	rial or equipment	No Yes	
Les inst	t the supplier's site or premises? tallations du foumisseur serviront-elle LASSIFIÉ?	es à la production (fabrication et/ou r	éparation et/ou modification) d	e matériel PROTÉGÉ	▼ Non Oui	
Access to the contract of				2016-011		
INFORMATI	ON TECHNOLOGY (IT) MEDIA	SUPPORT RELATIF À LA TECHN	IOLOGIE DE L'INFORMATIO	N (TI)		
11. d) Will the	supplier be required to use its IT sys				No ✓ Yes	
11. d) Will the informa Le four		tems to electronically process, produ	uce or store PROTECTED and	/or CLASSIFIED	No Ves Non Voui	
11. d) Will the informa Le four renseig 11. e) Will ther Dispose	supplier be required to use its IT sys tion or data? nisseur sera-t-il tenu d'utiliser ses pro	tems to electronically process, produ opres systèmes informatiques pour tr ÉS et/ou CLASSIFIÉS? supplier's IT systems and the govern	ice or store PROTECTED and raiter, produire ou stocker électement department or agency?	/or CLASSIFIED troniquement des		
11. d) Will the informa Le four renseig 11. e) Will ther Dispose	supplier be required to use its IT systition or data? nisseur sera-t-il tenu d'utiliser ses pronements ou des données PROTÉGI re be an electronic link between the sera-t-on d'un lien électronique entre l	tems to electronically process, produ opres systèmes informatiques pour tr ÉS et/ou CLASSIFIÉS? supplier's IT systems and the govern	ice or store PROTECTED and raiter, produire ou stocker électement department or agency?	/or CLASSIFIED troniquement des	Non ▼ Oui	

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n électronique															
a) Is the description	n of th	ne wo	ork contained é par la prése	within this	SRCL P	ROTECTED ede nature P	and/or CLASS	SIFIED?	SIFIÉE?					✓ No	
														Non	_
If Yes, classify th	nis fo	rm b	y annotating	the top a	nd botto	m in the are	a entitled "Se	ecurity C	assificati	on".					
Dans l'affirmative	e, cla	ssifi	er le présent	formulai	re en ind	iquant le niv	eau de sécui	rité dans	la case ir	titule	éе				
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h) to the state of															
b) Will the documen	ntatio	n att	ached to this	SRCL be	PROTEC	TED and/or (CLASSIFIED?						Г	1 No	
La documentation	asso	ciee	a la presente	LVERS	era-t-elle	PROTEGEE	et/ou CLASS	IFIEE?					L	Non	
If Yes, classify the attachments (e.g. Dans l'affirmative	ı. SEC e, cla	SSIFI	r with Attach er le présent	ments). formulai:	re en ind	iquant le niv	eau de sécur	rité dans	la case in	titulé	Se 92				
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Page 4 of the SRCL to be inserted in the resulting contract



ANNEX "C"

BASIS OF PAYMENT

Initial Contract Period: Date of Contract Award to three years later.

Financial Limitation of \$[to be specified in the resulting contract] for the Contract Period. Firm per unit cost as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Total All-Inclusive Cost	Estimated Number of	Estimated Totals
per Credit Report	Credit Reports (For evaluation only)	
\$	288,000	\$
	Estimated Cost for Credit Reports	\$
	GST/HST	\$
	Total Estimated Cost	\$

Option Period: End of Initial Contract Period to one (1) year later.

Financial Limitation of \$\frac{1}{10}\$ be specified in the resulting contract for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$\frac{1}{10}\$ to be specified in the resulting contract extra.

Total All-Inclusive Cost	Estimated Number of	Estimated Totals
per Credit Report	Credit Reports (For evaluation only)	
\$	96,000	\$
	Estimated Cost for Credit Reports	\$
	GST/HST	\$
	Total Estimated Cost	\$

Evaluated Price (Estimated Costs of Initial	¢
Contract Period and Option Period)	a