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**SOLICITATION  
FOR  
FAIRNESS MONITORING SERVICES**

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## **COMPONENT 1: REQUEST FOR BIDS**

### **PART 1 - GENERAL INFORMATION**

#### **1. Introduction**

This bid solicitation has three components: a Request for Bids, a Standing Offer and a Supply Arrangement.

#### **a) Component I: Request for Bids**

The Request for Bids is divided into five parts plus attachments, as follows:

Part 1: General Information: provides a general description of the requirement;

Part 2: Bidder Instructions: provides the instructions applicable to the clauses and conditions of the request for bids;

Part 3: Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid to address the evaluation criteria specified;

Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the bid, the security requirement, and the basis of selection; and

Part 5: Certifications: includes the certifications to be provided; and

The Attachments include:

Attachment A	Standing Offer Technical Evaluation
Attachment B	Standing Offer Financial Evaluation
Attachment C	Standing Offer Financial Response Template

#### **b) Component II: Standing Offer**

The Standing Offer is divided into two parts plus annexes, as follows:

Part 6A Standing Offer: includes the Standing Offer from the Bidder and the applicable clauses and Conditions;

Part 6B Resulting Contract Clauses: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer; and

The Annexes include:

Annex A	SOSA	Statement of Work
Annex B	SOSA	Generic Security Requirement Check Lists
Annex C	SO	Basis of Payment

#### **c) Component III: Supply Arrangement**

The Supply Arrangement is divided into three parts plus annexes, as follows:

Part 7A Supply Arrangement: includes the Supply Arrangement with the applicable clauses and conditions;

**Part 7B Model Bid Solicitation:** includes the instructions for the bid solicitation process within the scope of the Supply Arrangement;

**Part 7C Resulting Contract Clauses:** includes general information for the conditions which will apply to any contract entered into pursuant to the Supply Arrangement; and

The Annexes include:

Annex A	SOSA	Statement of Work
Annex B	SOSA	Generic Security Requirement Check Lists

## **2. Summary**

**2.1** This bid solicitation is a tender for bids to satisfy Public Works and Government Services Canada's (PWGSC) requirement for the provision of Fairness Monitoring Services to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements (the "Services"). Fairness Monitors observe all or part of departmental activities in order to provide independent assurance to the department, its clients, industry, Parliament and Canadians that these activities are conducted with integrity, accountability, and in a fair, open and transparent manner. The Services of independent third-party fairness monitors allow PWGSC to protect the interests of its clients and Canadians by identifying and resolving fairness issues in real time, thus averting fairness deficiencies and avoiding possible costly after-the-fact resolutions.

### **2.2 Clients/Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is the Materiel Management of the Finance and Administration Branch, PWGSC on behalf of the Fairness Monitoring and Business Dispute Management Directorate of the Departmental Oversight Branch, PWGSC.

The Identified User authorized to solicit bids for specific requirements within the scope of the Supply Arrangement from qualified active suppliers who have been issued a Supply Arrangement, is the Training and Specialized Services Division-ZH, Acquisitions Branch, PWGSC on behalf of the Fairness Monitoring and Business Dispute Management Directorate of the Departmental Oversight Branch, PWGSC.

### **2.3 The Period of the Instruments**

The period for making call-ups against the Standing Offer is from March 8, 2017 to March 7, 2019.

The period for awarding contracts under the Supply Arrangement is from March 8, 2017 to March 7, 2019.

### **2.4 Bid Solicitation**

It is intended that this bid solicitation is to allow new suppliers to become pre-qualified. An "Existing Offeror/Supplier" is an offeror or a supplier who has been pre-qualified: holds a Standing Offer and/or Supply Arrangement at the submission date, and is in good standing.

Existing Offerors must submit a financial bid and should provide the certifications required under Part 5, in order to continue to provide the Services under its resulting Standing Offer.

Existing Suppliers, who has been issued a supply arrangement, should provide the certifications required under Part 5 and will not be required to submit a new arrangement.

If an Existing Offeror/Supplier holds a Standing Offer and a Supply Arrangement, only one hard copy of the certifications needs to be completed and submitted.

## **2.5 Trade Agreements**

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Columbia Free Trade Agreement, and the Canada-Panama Free Trade Agreement if it is in force.

## **3. Security Requirement**

There is a security requirement associated with this bid solicitation. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, Part 6A - Standing Offer and Part 7A, Supply Arrangement.

## **4. Communications Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Offer/Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a standing offer or supply arrangement or both.

## **5. Debriefings**

After issuance of all of the Standing Offers and all Supply Arrangements resulting from the bid solicitation, a bidder will be notified in writing regarding the outcome of their bid evaluation. Bidders should make a request for any additional debriefing to the Offer/Arrangement Authority within 15 working days of receipt of such written notification. The debriefing may be in writing, by telephone or in person at the sole discretion of the Offer/Arrangement Authority.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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 (SACC) Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by PWGSC;
- b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the Standing Offer, Supply Arrangement and resulting contract(s);
- c) The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the Request for Bids;
- d) The 2008 (2016-04-04) Standard Instructions - Request for Supply Arrangements - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the Request for Bids; and.
- e) The Standard Instructions - Request for Standing Offers and Supply Arrangements – Goods or Services - Competitive Requirements, amended as follows:

At subsection 5.4:

Delete: 60 days

Insert: 120 calendar days

#### **1.1 SACC Manual Clauses**

- a) M0019T (2007-05-25), Firm Price and/or Rates;
- b) M7035T (2013-07-10), List of Proposed Subcontractors; and
- c) M0222T (2016-01-28), Evaluation of Price.

#### **1.2 Bid Participation**

Although this bid solicitation may result in a Bidder receiving a Standing Offer and a Supply Arrangement, a Bidder's bid must contain its response to all the requirements of this bid solicitation.

### **2. Submission of Bids**

- a) Bids must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation; and
- b) Due to the nature of the Request for Bids, transmission of offers/arrangements by facsimile or by electronic mail to PWGSC will not be accepted.

#### **2.1 Submission of Only One Bid from a Bidder Group**

- a) The submission of more than one offer/arrangement from members of the same Bidder group is not permitted in response to this Request for Bids. If the members of a Bidder group participate in more than one bid Canada will set aside all the bids and the bids will not be considered for the issuance of a Standing Offer and a Supply Arrangement; and

- b) For the purposes of this article, "Bidder group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this Request for Bids if:
- they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - the entities have now or in the two years before Request for Bids closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - 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.

## **2.2 Former Public Servant**

Standing Offers/Supply Arrangements issued 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 standing offers/supply arrangements issued to FPS, bidders must provide the information required in the Attachment 2 to Part 3 - Certifications form before standing offer/supply arrangement issuance. 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.

## **3. Enquiries**

- a) All enquiries must be submitted in writing to the Offer/Arrangement Authority no later than 10 calendar days before the bid solicitation closing date. Enquiries received after that time may not be answered; and
- 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 bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **4. Applicable Laws**

- a) A Standing Offer and any contract resulting from the Standing Offer, as well as a Supply Arrangement and any contract awarded under it, must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec, Canada; and
- b) 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 bidder.



Solicitation No. - N° de l'invitation  
EP737-150967/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
113zh

Client Ref. No. - N° de réf. du client  
20150967

File No. - N° du dossier  
113zhEP737-150967

CCC No./N° CCC - FMS No./N° VME

## **5. Basis for Canada's Ownership of Intellectual Property**

Canada has determined that any intellectual property rights arising from the performance of the Work under any resulting call-up will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (four hard copies);  
Section II: Financial Bid - Standing Offer Only (one hard copy); and  
Section III: Certifications and Additional Information (one hard copy).

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, Bidders must have a PDF reader installed. If Bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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.

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- 2) use a numbering system that corresponds to that of 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, 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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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**

- a) In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry 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;
- b) This bid solicitation issues Standing Offer(s) based upon an evaluation that also assesses the resources that may be provided by the bidder after the issuance of a Standing Offer. It does require the submission of individual resources, resumes are requested and should be submitted with a Bidder's bid; and
- c) This bid solicitation issues Supply Arrangement(s) based upon an evaluation that does not assess the resources that may be provided by the bidder after the issuance of a Supply Arrangement. As it does not require the submission of individual resources, resumes are not requested and should not be submitted with a Bidder's bid.

## **Section II: Financial Bid - Standing Offer Only**

Bidders must submit their financial bid in accordance with the Attachment C, Standing Offer Financial Response Template.

## **Section III: Certifications and Additional Information**

- a) Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information;
- b) Bidders should complete their Certifications and Additional Information by using the PDF fillable form in Attachment 2 to Part 3 – Certifications;
- c) Bidders should complete and sign the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications;
- d) The Bidder must hold a valid organization security clearance as indicated in Part 4 - Evaluation Procedures and Basis of Selection, and Part 6A - Standing Offer and Part 7A - Supply Arrangement. The Bidder should provide:
  - i. 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; and
  - ii. for each of the full address(es) identified in b(i) above, the Organization Number issued by the Canadian Industrial Security Directorate (CISD) of PWGSC; and
- e) For a bid containing an offer for a Standing Offer, the Bidder's proposed resources must hold a valid personnel security clearance at the required level, as indicated in Part 6A - Standing Offer. The Bidder should provide:
  - i. the name of their proposed resources; and
  - ii. for each proposed resource identified in c(i) above, the resource's ID Number granted or approved by CISD, PWGSC.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation methodology, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel;
- b) An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government personnel, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation; and
- c) If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Offer/Arrangement Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive, unless the Offer/Arrangement Authority grants an extension in his or her sole discretion.

#### **1.1. Technical Evaluation**

- a) The technical criteria for the provision of a Standing Offer and are included in Attachment A, Standing Offer Technical Evaluation. Point-rated technical criteria not addressed will be given a score of zero; and
- b) The technical criteria for the provision of a Supply Arrangement are included in mandatory technical criterion MT1 and MT2 in Attachment A, Standing Offer Technical Evaluation.

#### **1.2 Financial Evaluation**

The financial evaluation criteria for the provision of a Standing Offer are included in Attachment B, Standing Offer Financial Evaluation and Attachment C, Standing Offer Financial Response Template.

There is no financial evaluation of bids required to be issued a Supply Arrangement.

### **2. Basis of Selection**

- a) All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement applicable to the instrument in their bid will be considered non-responsive for that instrument. The evaluation steps are as follows:

#### **Step 1 - Technical Evaluation**

Within each bid, a bid must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment A to be declared responsive to the requirement for a Standing Offer.

Within each bid, a bid must comply with the requirements of the bid solicitation and meet mandatory technical criterion MT1 and MT2 in Attachment A to be declared responsive to the requirement for a Supply Arrangement.

## **Step 2 - Financial Evaluation - Standing Offer Only**

Each bid meeting the mandatory requirements for the Standing Offer technical evaluation will be evaluated in accordance with the financial requirements identified in Attachment B, Standing Offer Financial Evaluation and Attachment C, Standing Offer Financial Response Template.

## **Step 3 - Selection and Issuance of Standing Offers and Supply Arrangements**

Each technically and financially responsive bid will be recommended for issuance of a Standing Offer on the terms stated in Component II.

Each technically responsive bid that meets mandatory technical criterion MT1 and MT2 in Attachment A will be recommended for the issuance of a Supply Arrangement on the terms stated in Component III.

### **3. Security Requirement**

- a) Before issuance of a Standing Offer or a Supply Arrangement, the Bidder must hold a valid organization security clearance as indicated in Part 6A - Standing Offer and Part 7A - Supply Arrangement;
- b) Canada will not delay the issuance of any Standing Offer or Supply Arrangement to allow bidders to obtain the required clearance;
- c) Bidders who have not yet received their Designated Organization Screening (DOS) clearance with approved Document Safeguarding at the level of PROTECTED B from CISD by the date that the Offer/Arrangement Authority has issued any Standing Offer/Supply Arrangement as a result of this solicitation will be considered non-responsive to this bid solicitation's requirements for the issuance of a Standing Offer/Supply Arrangement;
- d) Bidders may request that the Offer/Arrangement Authority consider security sponsorship of their candidacy to upgrade it to the next security level that is above the bidder's current security level. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request by email to the attention of the Offer/Arrangement Authority; and
- e) For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of PWGSC Web site (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

## **PART 5 - CERTIFICATIONS**

- a) Bidders must provide the required certifications to be issued a Standing Offer or a Supply Arrangement. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested;
- b) Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before issuance of an instrument) and after issuance of a Standing Offer or Supply Arrangement. The Offer/Arrangement Authority will have the right to ask for additional information to verify bidder's compliance with the certifications before issuance of an instrument. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Offer/Arrangement Authority for additional information will also render the bid non-responsive; and
- c) JV Arrangements: Except where expressly provided otherwise, any certifications required to be made by the Bidder must be made by the lead member on behalf of the JV.

**ATTACHMENT A**  
**STANDING OFFER TECHNICAL EVALUATION**

**1.0 Mandatory Technical Criteria**

- a) The Technical Bid must meet the mandatory technical criteria specified in table below. The Bidder must provide the necessary documentation to support compliance.
- b) Any Bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- c) In the case of a joint venture, at least one member of the joint venture must meet the mandatory technical criteria. The Bidder must indicate which member of the joint venture it uses for each mandatory technical criterion.
- d) In the case of a joint venture, the parties forming the joint venture cannot combine their experience in order to meet any one of the mandatory technical criteria.

Number	Description of Criteria	Bid Preparation Instructions
MT1	<p>The Bidder must have been in business for a minimum of three years prior to the bid solicitation publication date providing opinion services as defined in the Statement of Work (SOW), to outside clients.</p> <p>The Bidder must provide the time period (month/year to month/ year) the Bidder has been in business providing opinion services as defined in the SOW, to outside clients.</p> <p>Outside client refers to a client that is external to the Bidder's organization. Parent companies, affiliates, and subsidiaries are considered internal.</p> <p>The total cumulative time identified in MT1 will be evaluated and scored in point-rated technical criterion RT1.</p>	

Number	Description of Criteria	Bid Preparation Instructions
MT2	<p>Through completed projects, which have been completed after April 1, 2010, the Bidder must demonstrate that it has billed a minimum cumulative value of \$300,000 (in Canadian dollars, applicable taxes excluded) in providing opinion services as defined in the SOW, to outside clients.</p> <p>In order to demonstrate experience, the Bidder must provide the following for each project:</p> <ol style="list-style-type: none"> <li>Time Period (month/year to month/year);</li> <li>Dollar value billed;</li> <li>The Bidder must provide a detailed description of services and ensure that one of the following categories is specified: <ul style="list-style-type: none"> <li>Accounting opinion services</li> <li>Architectural opinion services</li> <li>Auditing opinion services</li> <li>Engineering opinion services</li> <li>Fairness monitoring opinion services</li> <li>Legal opinion services</li> <li>Procurement opinion services</li> <li>Real Property opinion services</li> </ul> </li> <li>Type of industry or government sector; and</li> <li>Level of Effort (in days)</li> </ol> <p>A completed project is defined as a project where all deliverables have been submitted to the outside client.</p> <p>Outside client refers to a client that is external to the Bidder's organization. Parent companies, affiliates, and subsidiaries are considered internal.</p> <p>The projects identified in MT2 will be evaluated and scored in point-rated technical criterion RT2.</p>	<p>The following information should also be provided for each project:</p> <ol style="list-style-type: none"> <li>Client Name;</li> <li>Contact Name;</li> <li>Telephone number of Contact;</li> <li>E-mail address of Contact (if available).</li> </ol>



Number	Description of Criteria	Bid Preparation Instructions
MT3	<p>The Bidder must propose at least one FM Team Leader, at least one FM Specialist and at least one backup FM Specialist; at least one of the proposed resources must have a professional designation in good standing in one or more of the following:</p> <ul style="list-style-type: none"> <li>● <b>Accounting:</b> Chartered Accountants (CA), Certified Management Accountant (CMA), or Certified General Accountant (CGA);</li> <li>● <b>Architecture:</b> Canadian Provincial/Territorial Association of Architects;</li> <li>● <b>Engineering:</b> Canadian Provincial/Territorial Association of Professional Engineering;</li> <li>● <b>Internal Auditing:</b> Certified Internal Auditor (CIA) granted by The Institute of Internal Auditors (IIA);</li> <li>● <b>Law:</b> Canadian Provincial/Territorial Bar Association;</li> <li>● <b>Procurement:</b> Certified Federal Specialist in Procurement Level I (Procurement and Materiel Management (PG) Certification), Supply Chain Management Professional (SCMP), Certified Professional Public Buyer (CPPB), Certified Purchasing Manager (CPM), Certified Professional Purchaser (CPP), Certified Professional in Supply Management (CPSM), Certified Public Purchasing Officer (CPPO);</li> <li>● <b>Real Property:</b> Accredited Appraiser Canadian Institute.</li> </ul> <p>The Bidder must identify each proposed resource and the applicable resource category.</p> <p>The Bidder must provide the following for each proposed resource:</p> <ol style="list-style-type: none"> <li>Official language(s) in which the resource is able to provide opinion services;</li> <li>Current level of personnel security screening, if any;</li> <li>Professional designation(s), if any, from the list above; and</li> <li>Category(-ies) of opinion services in which the resource has experience, from the list in MT2(c).</li> </ol> <p>Resources will be evaluated in order of presentation.</p> <p>The resources identified in MT3 will be evaluated and scored in point-rated technical criterion RT3.1 and RT3.2.</p>	<p>The following information should also be provided for each resource:</p> <ol style="list-style-type: none"> <li>Telephone number of Resource;</li> <li>E-mail address of Resource.</li> </ol>

Number	Description of Criteria	Bid Preparation Instructions
MT4	<p>Each proposed FM Team Leader must have experience in managing government projects and working with government officials at the Director level or higher to outside clients, as demonstrated through two completed projects within the last five years prior to the bid solicitation publication date. Project Management Experience includes planning and directing the projects as well as ensuring the quality of all products and services delivered under that project. While Project Management Experience gained on government projects is preferred, it is recognized that project management experience may have been gained on non-government projects.</p> <p>For each proposed FM Team Leader, the Bidder must provide the following for each project:</p> <ol style="list-style-type: none"> <li>Start and end dates (month/year to month/year) of the project;</li> <li>A summary of the relevant project;</li> <li>How the proposed FM Team Leader planned, directed and controlled the activities of the project team; and</li> <li>Description of the outcome or actual results achieved or delivered (e.g. Report or contract awarded).</li> </ol> <p>A completed project is defined as a project where all deliverables have been submitted to the outside client.</p> <p>Outside client refers to a client that is external to the Bidder's organization. Parent companies, affiliates, and subsidiaries are considered internal.</p> <p>If a proposed resource provided services as a FM Team Leader and a FM Specialist for any project, the Bidder must provide the level of effort (in days) provided by each resource category.</p> <p>Resources will be evaluated in order of presentation.</p> <p>If more than the two projects are submitted for each proposed FM Team Leader, only the first two in order of presentation will be evaluated. Projects over the maximum number of two projects for each proposed FM Team Leader will only be evaluated if any of the first two projects does not meet MT4.</p>	<p>The following information should also be provided for each project:</p> <ol style="list-style-type: none"> <li>Client Name;</li> <li>Contact Name;</li> <li>Telephone number of Contact;</li> <li>E-mail address of Contact (if available).</li> </ol>

Number	Description of Criteria	Bid Preparation Instructions
MT5	<p>Each proposed FM Specialist must have completed a minimum of three projects within the last five years prior to the bid solicitation publication date in providing opinion services as described in the SOW, to outside clients. The three submitted projects must demonstrate that each proposed FM Specialist has the experience necessary to perform the opinion services set out in the SOW. The submitted projects must also have required a minimum level of effort of 20 days from the proposed FM Specialist.</p> <p>For each proposed FM Specialist, the Bidder must provide the following for each project:</p> <ol style="list-style-type: none"> <li>Start and end dates (month/year to month/year) of the project;</li> <li>Level of effort (in days) provided by the proposed FM Specialist;</li> <li>A summary of the relevant project;</li> <li>Actual role and involvement of the proposed FM Specialist in the project; and</li> <li>Description of the outcome or actual results achieved or delivered (e.g. Report or contract awarded).</li> </ol> <p>A completed project is defined as a project where all deliverables have been submitted to the outside client.</p> <p>Outside client refers to a client that is external to the Bidder's organization. Parent companies, affiliates, and subsidiaries are considered internal.</p> <p>If a proposed resource provided services as a FM Team Leader and a FM Specialist for any project, the Bidder must provide the level of effort (in days) provided by each resource category.</p> <p>Resources will be evaluated in order of presentation.</p> <p>If more than the three projects are submitted for each proposed FM Specialist, only the first three in order of presentation will be evaluated. Projects over the maximum number of three projects for each proposed FM Specialist will only be evaluated if any of the first three projects does not meet MT5.</p>	<p>The following information should also be provided for each project:</p> <ol style="list-style-type: none"> <li>Client Name;</li> <li>Contact Name;</li> <li>Telephone number of Contact;</li> <li>E-mail address of Contact (if available).</li> </ol>

**2.0 Point Rated Technical Criteria**

- a) Technical Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table below.
- b) The Bidder should provide the necessary documentation to support compliance. Each point rated technical criterion should be addressed separately.

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
RT1	The Bidder should demonstrate how many years it has been in the business of providing opinion services to outside clients as of the bid solicitation publication date.	In order to score points, the following information should be provided:  The time period (month/year to month/year) the Bidder has been providing opinion services to outside clients.	100 points = More than 15 years 80 points = More than 10 years up to and including 15 years 60 points = More than 6 years up to and including 10 years 40 points = More than 4 years up to and including 6 years 20 points = More than 3 years up to and including 4 years
RT2	For each project submitted in MT2, the Bidder should provide: <ul style="list-style-type: none"><li>the dollar value billed;</li><li>the type of opinion services provided;</li><li>the type of industry or government sector; and</li><li>the level of effort.</li></ul>		
RT2.1	Dollar value billed.		150 points = More than \$500,001 100 points = From \$400,001 up to and including \$500,000 50 points = From \$300,001 up to and including \$400,000  The score for RT2.1 will be determined by totaling the dollar value billed of the accepted projects in MT2.

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
RT2.2	Type of opinion services provided.		200 points = Delivery of fairness monitoring opinion services including work performed as a fairness monitor, fairness advisor, fairness consultant or fairness facilitator, fairness auditor, fairness commissioner 175 points = Delivery of auditing opinion services 125 points = Delivery of procurement opinion services 100 points = Delivery of real property opinion services 50 points = Delivery of legal opinion services 50 points = Delivery of accounting opinion services 50 points = Delivery of architectural opinion services 50 points = Delivery of engineering opinion services  Each accepted project will be scored according to this scale.  The score for RT2.2 will be determined by dividing the total points achieved for RT2.2 by the number of projects in MT2.
RT2.3	Type of industry or government sector.		150 points = Federal/national government 100 points = Provincial/territorial/state government 100 points = Municipal government 50 points = Non-Governmental Organization (NGO) 50 points = Private sector client  An NGO is defined as an autonomous non-profit and politically unaffiliated organization that advances a particular cause or set of causes in the public interest.  Each accepted project will be scored according to this scale.  The score for RT2.3 will be determined by dividing the total points achieved for RT2.3 by the number of projects in MT2.

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
RT2.4	Level of effort.		<p>200 points = 41 or more days  175 points = 36 to 40 days  150 points = 31 to 35 days  125 points = 26 to 30 days  100 points = 21 to 25 days</p> <p>Each accepted project will be scored according to this scale.</p> <p>The score for RT2.4 will be determined by dividing the total points achieved for RT2.4 by the number of projects in MT2.</p>
RT3	<p>The Bidder will be evaluated on the ability to recruit a pool of qualified resources capable of carrying out the services listed in the SOW.</p> <p>Resources are defined as employees and/or sub-contracted personnel.</p>		
RT3.1	Number of resources identified in MT3 capable of providing services in both of Canada's official languages (English and French).		<p>50 points = Three or more bilingual resources  40 points = Two bilingual resources  20 points = One bilingual resource  0 points = No bilingual resources</p>
RT3.2	Number of resources identified in MT3 holding a professional designation in good standing in one or more of the categories listed.		<p>50 points = Three or more resources hold a professional designation in good standing  25 points = Two resources hold a professional designation in good standing</p>

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
RT3.3	The Bidder should describe the approach it uses to recruit and screen qualified resources to provide the services listed in the SOW.	<p>In order to score points, detailed information should be provided:</p> <ul style="list-style-type: none"> <li>i. On the strategy and processes used to recruit and screen qualified resources, for example, education, experience, language, security clearance, and other requirements in accordance with the SOW; and</li> <li>ii. On the strategy and processes used to ensure qualified resources are recruited and screened in a timely manner that avoids disruption.</li> </ul>	<p>50 points = All procedures are explained, steps taken, detailed options and contingency measures are offered, and time factor is considered</p> <p>25 points = Procedures are explained but details are missing</p> <p>0 points = The information provided does not address the rated criterion</p>
RT3.4	The Bidder should describe the approach it uses to replace qualified resources to provide the services listed in the SOW.	<p>In order to score points, detailed information should be provided:</p> <ul style="list-style-type: none"> <li>i. On the strategy and processes used to replace qualified resources;</li> <li>ii. On the strategy and processes used to ensure replacement resources are qualified in providing opinion services, for example, education, experience, language, security clearance, and other requirements in accordance with the SOW; and</li> <li>iii. On the strategy and processes used to ensure replacement resources are recruited and screened in a timely manner that avoids disruption.</li> </ul>	<p>50 points = All procedures are explained, steps taken, detailed options and contingency measures are offered, and time factor is considered</p> <p>25 points = Procedures are explained but details are missing</p> <p>0 points = The information provided does not address the rated criterion</p>

## **ATTACHMENT B STANDING OFFER FINANCIAL EVALUATION**

PWGSC will conduct the financial evaluation based on the methodology detailed below.

- a) For the technically responsive bidders, the financial bids submitted in response to this bid solicitation will be assessed independently;
- b) The median price range will be determined as follows:
  - Step 1 Each bid will have a "total evaluated price". The total evaluated price will be determined in accordance with Attachment C, Standing Offer Financial Response Template.
  - Step 2 Based on Step 1, the median will be calculated using the median function in Microsoft Excel. A median is the middle bid in a set of bids whereby half of the bids are greater and half are lower. When an even number of technically responsive bids have been determined, an average of the middle two prices/rates will be used to calculate the median.
  - Step 3 Based on Step 2, the 160% median price range will be calculated using the median;
    - i. Any bid with a total evaluated price which exceeds 160% of the median price range will be declared non-responsive.
    - ii. Any bid with a total evaluated price that is less than or equal to the 160% median price range will be declared responsive.
- c) The evaluated price per point of a responsive bid will be determined by dividing its total evaluated price by the overall score it obtained for all the point rated technical criteria; and
- d) The responsive bids will be ranked in ascending order of evaluated prices per point; the responsive bid with the lowest evaluated price per point being ranked 1st. Responsive bids will be recommended for issuance of a Standing Offer. If two responsive bids or more have the same evaluated price per point, the responsive bid obtaining the highest overall technical score will be ranked the highest.



**ATTACHMENT C**  
**STANDING OFFER FINANCIAL RESPONSE TEMPLATE**

- a) The Bidder must complete this Standing Offer Financial Response Template and include it in its financial bid; and
- b) Provision of firm all inclusive per diem rates:
- i. The Bidder must provide a firm all inclusive per diem rate for each resource category;
  - ii. The firm all inclusive per diem rate quoted for the FM Team Leader must be equal to or higher than the firm all inclusive per diem rate quoted for the FM Specialist;
  - iii. The firm all inclusive per diem rates must be in Canadian dollars, Applicable Tax extra, as applicable;
  - iv. The rates specified in the pricing schedule, when quoted by the Bidder, includes all the costs to be incurred by the Bidder to meet its obligations under the Standing Offer and any contract resulting from the Standing Offer;
  - v. Canadian-based Bidders must submit their rates FOB destination, Canadian customs duties and excise taxes included, as applicable;
  - vi. Foreign-based Bidders must submit their rates Canadian customs duties and excise taxes excluded, as applicable; and
  - vii. The rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:
    - 1) work described in Part 6, Standing Offer and Resulting Contract Clauses, of the Request for Bids required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Web site (<http://laws.justice.gc.ca/eng/acts/N-4/>);
    - 2) any travel between the successful Bidder's place of business or the proposed resource's work location and the NCR;
    - 3) work performed within 100 km of the Bidder's place of business or the proposed resource's work location and the work location identified in the call-up; and
    - 4) the relocation of resources to satisfy the terms of any Standing Offer and any contract resulting from the Standing Offer. These expenses cannot be charged directly and separately from the professional fees to any Standing Offer and any contract resulting from the Standing Offer that may result from the Request for Bids.

Resource Category	Firm All Inclusive per Diem Rate
Year 1	
FM Team Leader	\$
FM Specialist	\$
Year 2	
FM Team Leader	\$
FM Specialist	\$
Total Evaluated Price	\$

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **6A. STANDING OFFER**

#### **1. Offer**

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### **1.1 Determination of When to Use the Standing Offer vs. Supply Arrangement**

- a) Clients can use the Standing Offer when requirements fit under ALL of the following conditions:
  - i. Client does not want to compare resource competencies (no additional criteria above the Occupational Minimum Mandatory Qualifications listed in Annex A);
  - ii. Client's Security Requirements meets one of the generic SRCLs included in the Standing Offer or there are no Security Requirements.
- b) Clients must use the Supply Arrangement when requirements fit under ANY of the following conditions:
  - i. Client wants to compare resource competencies in addition to the Occupational Minimum Mandatory Qualifications listed in Annex A;
  - ii. Client requires a Subject Matter Expert;
  - iii. Client wants to conduct a competition including pricing;
  - iv. Client has a Security Requirement that is not included in the Standing Offer.
- c) The Fairness Monitoring and Business Dispute Management Directorate of the Departmental Oversight Branch of Public Works and Government Services Canada (PWGSC) and/or the Identified User and/or the Offer/Arrangement Authority has the right to review any requirements to be solicited under the Supply Arrangement and recommend that it be procured under the Standing Offer instead of the Supply Arrangement.

#### **2. Security Requirement**

- a) The Offeror must hold the following minimum security requirement in order to remain an Offeror. The Standing Offer Authority may verify the Offeror's security clearance with the Canadian Industrial Security Directorate (CISD) of PWGSC at any time during the period of the Standing Offer.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9**

- 1. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the CISD, PWGSC.
- 2. The Offeror's resource requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD, PWGSC.
- 3. The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Offeror must comply with the provisions of the:
  - a. Security Requirements Check List (SRCL) and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

- b) The requirements to be procured under this Standing Offer are subject to the requirements identified in the SRCL's identified in each individual Call-up. The possible generic SRCL's are attached at Annex B to this Standing Offer. Additional security checks may be conducted by the Identified User in respect of each Call-up. PWGSC may at any time add additional pre-approved generic SRCLs;
- c) These generic SRCLs may not meet the needs of some Identified Users for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual call-up; and
- d) In the case of a joint venture (JV), for any given Call-up the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV. For example, a JV with five members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid DOS. The highest corporate security level for which the joint venture would be considered under this Standing Offer would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Standing Offer Authority and obtained a valid FSC at the Secret level as issued by CISD.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by PWGSC.

#### **3.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **4. Term of Standing Offer**

#### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from March 8, 2017 to March 7, 2019.

#### **4.2 Request for Bids**

- a) In as much as possible, every two years months, PWGSC may issue a bid solicitation to allow new suppliers to become pre-qualified or to replace the Standing Offer;
- b) Each Request for Bids may contain a technical component, a financial component and a certification component; and
- c) PWGSC may during any Request for Bids process add and(or) remove and(or) modify existing resource categories.

#### **4.3 Comprehensive Land Claims Agreements**

The Standing Offer is for the delivery of the requirement detailed in the Standing Offer to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Diane Reynolds  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Professional Services Procurement Directorate  
Place du Portage, Phase III, 10C1  
11 Laurier Street, Gatineau, Quebec, K1A 0S5  
Telephone: 873-469-3941  
Facsimile: 819-956-9235  
E-mail: Diane.Reynolds@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a Call-up, the Contracting Authority is responsible for any contractual issues relating to an individual Call-up made against the Standing Offer.

### **5.2 Project Authority**

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

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

### **5.3 Procurement Authority**

The Procurement Authority for the Standing Offer is:

*To be identified at time of call-up*  
Materiel Management  
Public Works and Government Services Canada  
Finance and Administration Branch  
Place du Portage, Phase III, 3B3  
11 Laurier Street, Gatineau, Quebec, K1A 0S5

The Procurement Authority is the representative of the department for whom is responsible for issuing call-ups and is responsible for all administrative aspects of the Call-up.

### **5.4 Offeror's Representative**

- a) This individual is the central point of contact within the Offeror for all matters pertaining to this Standing Offer. The Offeror confirms that this individual has the authority to bind it. It is the Offeror's sole responsibility to ensure that the information related to the Offeror Representative is correct and to inform the Standing Offer Authority of any change to it; and

*To be identified at time of issuance*

- b) The Offeror's Representative may delegate to another individual to represent the Offeror for administrative and technical purposes under any contract resulting from this Standing Offer.

*To be identified at time of issuance*

## **6. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is the Materiel Management of the Finance and Administration Branch, PWGSC on behalf of the Fairness Monitoring and Business Dispute Management Directorate of the Departmental Oversight Branch, PWGSC.

## **7. Call-up Procedures**

- a) Multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among all the Offerors in accordance with the processes described below. When accepted by Canada, each Call-up results in a separate contract between Canada and the Offeror;
- b) Only Authorized Call-ups to be Accepted: The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this Standing Offer outlined below; and
- c) Call-up Process: The following call-up process will be followed.
- i. Step 1 - Allocation of Work: Call-ups will be made on a rotational "right of first refusal" basis:
- 1) For the initial call-up, the Procurement Authority will contact the 1st ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 1st ranked Offeror is able to meet the requirement, a call-up is made against its Standing Offer. If the 1st ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
  - 2) For the 2nd call-up, the Procurement Authority will contact the 2nd ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 2nd ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer. If the 2nd ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
  - 3) For the 3rd call-up, the Procurement Authority will contact the 3rd ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 3rd ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer. If the 3rd ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
  - 4) For the 4th call-up, the Procurement Authority will contact the 4th ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 4th ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer. If the 4th ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.

- 5) For the 5th call-up, the Procurement Authority will contact the 5th ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 5th ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer. If the 5th ranked Offeror is unable to meet the requirement, the Procurement Authority will contact the next ranked Offeror. The Procurement Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the need, the Procurement Authority is required to document its file appropriately.
  - 6) Subsequent call-ups will be made in accordance with the call-up procedures described above up to the last ranked Offeror, after which;
  - 7) Subsequent call-ups will be made in accordance with the call-up procedures described in (1) through (6) above.
- ii. Step 2 - Call-up Request: Based on Step 1, the Procurement Authority will provide the following information to the Offeror:
- 1) Project Number;
  - 2) The level of effort required (days) for each resource category;
  - 3) The language of the Work;
  - 4) The level of security clearance required to carry out the required Opinion Services;
  - 5) The location where the required Opinion Services will be delivered;
  - 6) The type of industry (to be used for Article 19, Impartiality of Fairness Monitor);
  - 7) The name of the Client department (to be used for Article 19, Impartiality of Fairness Monitor);
  - 8) The number of months (to be used for Article 19, Impartiality of Fairness Monitor);
  - 9) The authorization to travel, if required; and
  - 10) The applicable Group as per the Expert Control List  
([http://www.dfait-maeci.gc.ca/controls-controles/about-a\\_propos/expor/guide.aspx?lang=eng](http://www.dfait-maeci.gc.ca/controls-controles/about-a_propos/expor/guide.aspx?lang=eng)), if require access to Controlled Goods.
- iii. Step 3 - Offeror's Response Requirements: Based on Step 2, the Offeror must confirm by e-mail within two working days of receiving the Call-up Request as to the availability of the Offeror to conduct the Work.

For an urgent Call-up Request, the Offeror must confirm by e-mail within one working day.

If the Offeror is available to conduct the Work as requested, the Offeror must propose which FM Team Leader, FM Specialist and backup FM Specialist it will use. The Offeror must identify which resource meets mandatory technical criterion MT3 in Attachment A of the Request for Bids EP737-150967/B. If the Offeror does not submit a response to the Call-up Request, the Procurement Authority will send the Call-up Request to the next Offeror. This process will be repeated until a Call-up is issued or the Call-up Request is withdrawn.

If the Offeror confirms by e-mail to the Procurement Authority that paragraphs (a), (b) and/or (c) of Article 19, Impartiality of Fairness Monitor applies to the Offeror, the Procurement Authority will send the Call-up Request to the next Offeror.

- i. Step 4 - Assessment of Offeror's Proposed Resources: Based on Step 3, the Offeror's proposed resource(s) will be assessed against the security requirements identified in the call-up request. If the proposed resource(s) do not meet the security requirements, the Offeror will be advised and will be given up to two working days to propose which resource(s) it will use.

For an urgent Call-up Request, the Offeror will be given up to one working day to propose which resource(s) it will use.

- v. Step 5 - Issuance of a Call-up: The Procurement Authority will issue the Call-up using the Call-up instrument.

## 8. Call-up Instrument

The Work will be authorized by the Procurement Authority using electronic version of form *Call-up Against a Standing Offer*.

## 9. Priority of Documents

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

- a) the Call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2035 (2016-04-04) - General Conditions - Higher Complexity - Services;
- e) Annex A, Requirements for Services;
- f) Annex B, Generic Security Requirement Check Lists;
- g) Annex C, Basis of Payment; and
- h) the Offeror's offer dated (insert date).

## 10. Certifications

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec, Canada, unless otherwise stipulated in the Offeror's bid in response to Request for Bids EP737-150967/B.

## 12. Impartiality of Fairness Monitor

PWGSC engages the services of a fairness monitor for certain projects as a formal oversight mechanism for obtaining independent validation on the fairness of departmental activities. Achieving this goal requires that the fairness monitor selected be completely independent of the government, the process, and all the Offerors, to ensure an impartial assessment of the fairness of the process being monitored.

As a result, the Offeror must not:

- a) be an affiliate of any potential supplier for the procurement process to be monitored, or be a supplier in the business of providing goods or services in the (*type of industry to be identified at time of call-up, see Article 7 Call-up Procedures*) industry, given that the procurement process to be monitored for fairness concerns this industry;
- b) have provided any advice to PWGSC or the Client (*Client name to be identified at time of call-up, see Article 7 Call-up Procedures*) regarding the procurement to be monitored for fairness; and

- c) have provided any advice, goods or services to any potential supplier for the procurement to be monitored for fairness during the (*number of months to be identified at time of call-up, see Article 7 Call-up Procedures*) months prior to the issuance of a call-up.

The Offeror represents that none of the above situations applies to the Offeror, any subcontractor it has or will retain to perform the Work under the Standing Offer and any resulting contract, or any of their respective employees. The Offeror acknowledges that it is within Canada's sole discretion to determine whether an appearance of conflict of interest, a conflict of interest or unfair advantage exists or will be created as a result of the Offeror performing the work described in the Standing Offer and any resulting contract clauses.

### **13. Official Languages**

- a) Standing Offer Holders may respond to individual Call-ups issued under this Standing Offer in either official language, in accordance with the Official Languages Act (<http://laws-lois.justice.gc.ca/eng/acts/O-3.01/>); and
- b) Individual Standing Offer Call-ups may require that the Services be performed in one or both of Canada's official languages. The FM resources may be required to demonstrate proficiency in oral and/or written comprehension and/or expression prior to starting the Work, depending on the requirements of the Work. Assessment of language proficiency will be at the entire discretion of the Project Authority.

### **14. Code of Conduct and Quality Management**

- a) The Offeror agrees to comply with and to submit one hard signed copy (or provide a signed soft copy) of Code of Conduct and Statement of Values (*clause 7.1 under the Terms of Reference of the Statement of Work*) to the Standing Offer Authority within five working days after the date of issuance of a Standing Offer;
- b) The Offeror agrees to comply with and to submit one hard signed copy (or provide a signed soft copy) of quality control and quality assurance mechanisms (*clause 7.2 under the Terms of Reference of the Statement of Work*) to the Standing Offer Authority within five working days after the date of issuance of a Standing Offer; and
- c) The Offeror further acknowledges that failure to provide the requirements in section 21(a) and 21(b) above will result in breach of the Standing Offer. Canada may, at its discretion, suspend authority for the use of the Standing Offer until the Offeror has demonstrated, to the satisfaction of Canada that it meets the requirements in respect of which it has been found deficient. During this time, no call-ups will be made under the Standing Offer or set-aside of the Standing Offer for its remaining period and in its entirety.



## **6B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

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

Section 17 of 2035 General Conditions - Higher Complexity – Services, will not apply to payments made by credit cards.

#### **2.2 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in any contract resulting from a call-up against the Standing Offer:

FM Team Leader(s): *To be identified at time of issuance*

FM Specialist(s): *To be identified at time of issuance*

### **3. Term of Contract**

#### **3.1 Period of the Contract**

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

### **4. Payment**

#### **4.1 Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment at Annex C, for Work performed under the call-up against the Standing Offer.

#### **4.2 Limitation of Expenditure**

- a) The Contractor will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex C of the Standing Offer; and
- b) Canada's total liability to the Contractor under any resultant Call-up will not exceed the Total Price specified in the Call-up.

#### **4.3 Method of Payment**

- a) H1000C (2008-05-12) Single Payment *or*
- b) H1008C (2008-05-12) Monthly Payment

#### **4.4 SACC Manual Clauses**

The following clauses set out in the SACC Manual will form part of the Contract:

- a) C0705C (2010-01-11), Discretionary Audit
- b) C2000C (2007-11-30), Taxes- Foreign Based Contractors
- c) A9117C (2007-11-30), T1204-Direct Request

#### **4.5 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): *To be identified at time of issuance*

- a) Visa Acquisition Card;
- b) MasterCard Acquisition Card;
- c) Direct Deposit (Domestic and International);
- d) Electronic Data Interchange (EDI);
- e) Wire Transfer (International Only);
- f) Large Value Transfer System (LVTS) (Over \$25M).

#### **5. Invoicing Instructions**

- a) 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;
- b) Each invoice must be supported, as applicable, by:
  - i. the call-up number;
  - ii. a copy of the release document and any other documents as specified in the call-up; and
  - iii. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- c) And invoices must be distributed as follows: The original and one copy must be forwarded to the Project Authority identified in the call-up.

#### **6. Insurance**

G1005C (2016-01-28), Insurance

#### **7. SACC Manual Clauses**

The following clauses set out in the SACC Manual will form part of the Contract:

- a) A9062C (2011-05-16), Site Regulations
- b) A9068C (2010-01-11), Site Regulations
- c) A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
- d) A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

## **PART 7 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

### **7A. SUPPLY ARRANGEMENT**

#### **1. Arrangement**

The Supply Arrangement covers the Work described in Annex A, Statement of Work.

#### **2. Security Requirement**

- a) The requirements to be procured under this Supply Arrangement may be subject to security requirements. The possible security requirements are identified within the Security requirement Check List (SRCL) attached to Annex B to this Supply Arrangement. Each Contract will identify which SRCL will apply to that contract;
- b) Several generic SRCLs, which Public Works and Government Services Canada (PWGSC) anticipates will satisfy most security requirements associated with individual requirements, are attached to this Supply Arrangement (see Annex B of the Supply Arrangement) and may be referred to, as required, in an individual contract awarded under the Supply Arrangement framework. PWGSC may at any time add additional pre-approved SRCLs;
- c) These generic SRCLs may not meet the needs of some Identified Users for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual contract;
- d) The Supplier must hold the following minimum security requirement in order to remain a Supplier. The Supply Arrangement Authority may verify the Supplier's security clearance with the Canadian Industrial Security Directorate (CISD), PWGSC at any time during the life of the Supply Arrangement.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9**

1. The Supplier must, at all times during the performance of the Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the CISD, PWGSC.
2. The Supplier's resource requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD, PWGSC.
3. The Supplier MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Supplier 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).

- e) In the case of Joint Ventures (JV) or Amalgamations, the highest level of corporate security attainable through CISC of PWGSC is the lowest level held by any single member of the JV or amalgamation. For example: a JV with five members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid DOS. The highest corporate security level for which the JV would be considered under this Supply Arrangement framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the secret level issued by CISC; and
- f) Additional security checks may be conducted by the Identified User.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by PWGSC.

#### **3.1 General Conditions**

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

### **4. Term of Supply Arrangement**

#### **4.1 Period of the Supply Arrangement**

The period for awarding contracts under the Supply Arrangement is from March 8, 2017 to March 7, 2019.

#### **4.2 Request for Bids**

- a) In as much as possible, every two years, PWGSC may issue a bid solicitation to allow new suppliers to become pre-qualified or to replace the Supply Arrangements;
- b) Each Request for Bids may contain a technical component, a financial component and a certification component; and
- c) PWGSC may during any Request for Bids process add and/or remove and/or modify existing resource categories.

#### **4.3 Comprehensive Land Claims Agreements**

The Supply Arrangement is for the delivery of the requirement detailed in the Supply Arrangement to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

### **5. Authorities**

#### **5.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

Diane Reynolds  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Professional Services Procurement Directorate  
Place du Portage, Phase III, 10C1  
11 Laurier Street, Gatineau, Quebec, K1A 0S5  
Telephone: 873-469-3941  
Facsimile: 819-956-9235  
E-mail: Diane.Reynolds@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

## 5.2 Supplier's Representative

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

*To be identified at time of issuance*

- b) The Supplier's Representative may delegate to another individual to represent the Supplier for administrative and technical purposes under any contract resulting from this Supply Arrangement.

*To be identified at time of issuance*

## 6. Identified Users

The Identified User authorized to solicit bids for specific requirements within the scope of the Supply Arrangement from qualified active suppliers who have been issued a Supply Arrangement, is the Training and Specialized Services Division-ZH, Acquisitions Branch, PWGSC on behalf of the Fairness Monitoring and Business Dispute Management Directorate of the Departmental Oversight Branch, PWGSC.

## 7. Priority of Documents

If there is a discrepancy between the wordings 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 the Supply Arrangement;
- b) the general conditions 2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services;
- c) Annex A, Requirements for Services;
- d) Annex B, Generic Security Requirement Check Lists; and
- e) the Supplier's arrangement dated (insert date).

## 8. Certifications

## 8.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement and subject to verification by Canada during the term of the Supply Arrangement and of any resulting contract that would continue beyond the period of the Supply Arrangement. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

## 9. Applicable Laws

The Supply Arrangement and any contract resulting from the Supply Arrangement must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec, Canada unless otherwise stipulated in the Supplier's arrangement in response to the Request for Bids EP737-150967/B.

## 10. Official Languages

- a) Suppliers may respond to individual bid solicitations issued under this Supply Arrangement in either official language, in accordance with the Official Languages Act (<http://laws-lois.justice.gc.ca/eng/acts/O-3.01/>); and
- b) Individual bid solicitations may require that the Services be performed in one or both of Canada's official languages. The FM resources may be required to demonstrate proficiency in oral or/and written comprehension and/or expression prior to starting the Work, depending on the requirements of the Work. Assessment of language proficiency will be at the entire discretion of the Project Authority.

## 11. Code of Conduct and Quality Management

- a) The Supplier agrees to comply with and to submit one hard signed copy (or provide a signed copy) of Code of Conduct and Statement of Values (*clause 7.1 under the Terms of Reference of the Statement of Work*) to the Supply Arrangement Authority within five working days after the date of issuance of a Supply Arrangement;
- b) The Supplier agrees to comply with and to submit one hard signed copy (or provide a signed copy) of quality control and quality assurance mechanisms (*clause 7.2 under the Terms of Reference of the Statement of Work*) to the Supply Arrangement Authority within five working days after the date of issuance of a Supply Arrangement; and
- c) The Supplier agrees that failure to provide the requirements in section 18(a) and 18(b) above will result in breach of the Supply Arrangement. Canada may, at its discretion, suspend authority for the use of the Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada that it meets the requirements in respect of which it has been found deficient. During this time, no contracts will be made under the Supply Arrangement or cancel the Supply Arrangement for its remaining period and in its entirety.

## **7B. BID SOLICITATION**

### **1. Bid Solicitation Documents**

- a) Canada will use the bid solicitation template 2T-HIGH1 available on Public Works and Government Services Canada (PWGSC) Buyandsell.gc.ca Web site (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-sacc-manual/standard-procurement-templates>) based on the estimated dollar value and complexity of the requirement; and
- b) The bid solicitation will contain as a minimum the following:
  - i. security requirements;
  - ii. a complete description of the Work to be performed;
  - iii. 2003, Standard Instructions - Goods or Services - Competitive Requirements; OR 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
  - iv. bid preparation instructions;
  - v. instructions for the submission of bids (address for submission of bids, bid closing date and time);
  - vi. evaluation procedures and basis of selection;
  - vii. certifications;
  - viii. the type of industry (to be used for Article 3, Impartiality of Fairness Monitor);
  - ix. the name of the Client department (to be used for Article 3, Impartiality of Fairness Monitor);
  - x. the number of months (to be used for Article 3, Impartiality of Fairness Monitor);
  - xi. the applicable Group as per the Expert Control List ([http://www.dfait-maeci.gc.ca/controls-controles/about-a\\_propos/expor/guide.aspx?lang=eng](http://www.dfait-maeci.gc.ca/controls-controles/about-a_propos/expor/guide.aspx?lang=eng)), if require access to Controlled Goods;
  - xii. conditions of the resulting contract.

### **2. Bid Solicitation Process**

- a) Bids will be solicited for specific requirements within the scope of the Supply Arrangement from qualified active suppliers who have been issued a Supply Arrangement;
- b) The bid solicitation will be posted on the Government Electronic Tendering Service (GETS) (or as applicable with a Government of Canada (GC) web-based electronic procurement tool) or will be sent directly to the supplier.
  - i. Multiple Arrangements Exist: Multiple Supply Arrangements have been issued for this requirement. Bids will be solicited in accordance with the processes described below within the specified monetary limitations. Each Contract issued as a result of a bid solicitation under the Supply Arrangement results in a separate contract between Canada and the Supplier.
- c) Overview of Bid Solicitation Process
  - i. **Determination of when to use the Standing Offer vs. Supply Arrangement:**
    - 1) Clients can use the Standing Offer when requirements fit under ALL of the following conditions:
      - i. Client does not want to compare resource competencies (no additional criteria above the Occupational Minimum Mandatory Qualifications listed in Annex A);
      - ii. Client's Security Requirements meets one of the generic SRCLs included in the Standing Offer or there are no Security Requirements.

- 2) Clients must use the Supply Arrangement when requirements fit under ANY of the following conditions:
    - i. Client wants to compare resource competencies in addition to the Occupational Minimum Mandatory Qualifications listed in Annex A;
    - ii. Client requires a Subject Matter Expert;
    - iii. Client wants to conduct a competition including pricing.
    - iv. Client has a Security Requirement that is not included in the Standing Offer.
  - 3) The Fairness Monitoring and Business Dispute Management Directorate of the Departmental Oversight Branch of PWGSC and/or the Identified User and/or the Offer/Arrangement Authority has the right to review any requirements to be solicited under the Supply Arrangement and recommend that it be procured under the Standing Offer instead of the Supply Arrangement.
- ii. **Bid Solicitations:** Bid solicitations will be issued using PWGSC Form 9400-3 or electronic document.
- The Identified User may cancel the bid solicitation process at any time and reissue the same or a similar bid solicitation process thereafter.
- iii. **Issuance of Contracts:** Contracts will be issued using PWGSC Form 9400-4 or electronic document.
- iv. **Identification of Contract Authorities:** Provided an Identified User has the legal authority to contract, it may choose to permit a procurement representative to award contracts under this Supply Arrangement in accordance with the Contract Limitations described below. Tier 1 and Tier 2 contracts will be managed by PWGSC.
- v. **Tier 1 Contract Limitations:** Canada may compete work and award contracts to Qualified Active Suppliers in accordance with the following:
- 1) **Requirement valued below \$25,000 (Applicable Taxes included):** For requirements under \$25,000 (Applicable Taxes included), in accordance with Government Contracting Regulations, Identified Users may direct a contract to an eligible Supplier
  - 2) **Requirement valued up to the NAFTA threshold but less than or equal to \$2M:** All Qualified Active Suppliers will be invited (using e-mail or GETS) to submit a proposal in response to a bid solicitation. A Notice of Proposed Procurement (NPP) will be posted on GETS for all requirements.
- As a minimum, invited suppliers will be given a minimum of 15 calendar days to submit a proposal in response to a bid solicitation. The time limit for bidding may be extended based upon the complexity of the requirement.
- vi. **Tier 2 Contract Limitations:** Canada may compete work and award contracts to Qualified Active Suppliers in accordance with the following:
- 1) **Requirement valued greater than \$2M:** All Qualified Active Suppliers will be invited (using e-mail or GETS) to submit a proposal in response to a bid solicitation. A NPP will be posted on GETS for all requirements.
- As a minimum, invited suppliers will be given a minimum of 20 calendar days to submit a proposal in response to a bid solicitation. The time limit for bidding may be extended based upon the complexity of the requirement.



### 3. Impartiality of Fairness Monitor

PWGSC engages the services of a fairness monitor for certain projects as a formal oversight mechanism for obtaining independent validation on the fairness of departmental activities. Achieving this goal requires that the fairness monitor selected be completely independent of the government, the process, and all the Suppliers, to ensure an impartial assessment of the fairness of the process being monitored.

As a result, the Supplier must not:

- a) be an affiliate of any potential supplier for the procurement process to be monitored, or be a supplier in the business of providing goods or services in the (*type of industry to be identified at time of bid solicitation, see Article 1 Bid Solicitation Documents*) industry, given that the procurement process to be monitored for fairness concerns this industry;
- b) have provided any advice to PWGSC or the Client (*Client name to be identified at time of bid solicitation, see Article 1 Bid Solicitation Documents*) regarding the procurement to be monitored for fairness; and
- c) have provided any advice, goods or services to any potential supplier for the procurement to be monitored for fairness during the (*number of months to be identified at time of bid solicitation, see Article 1 Bid Solicitation Documents*) months prior to the issuance of a bid solicitation.

The Supplier represents that none of the above situations applies to the Supplier, any subcontractor it has or will retain to perform the Work under the Supply Arrangement and of any resulting contract, or any of their respective employees. The Supplier acknowledges that it is within Canada's sole discretion to determine whether an appearance of conflict of interest, a conflict of interest or unfair advantage exists or will be created as a result of the Supplier performing the work described in the Supply Arrangement and of any resulting contract clauses.

## **C. RESULTING CONTRACT CLAUSES**

### **1. General**

- a) The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation;
- b) For any contract to be awarded using:
  - i. 2T-LDV1 (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
  - ii. 2T-MED1 (for medium complexity requirements), general conditions 2010C will apply to the resulting contract;
  - iii. 2T-HIGH1 (for higher complexity requirements), general conditions 2035 will apply to the resulting contract.
- c) The above templates are set out on Public Works and Government Services Canada (PWGSC) Buyandsell.gc.ca Web site (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-sacc-manual/standard-procurement-templates>).

Solicitation No. - N° de l'invitation  
EP737-150967/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
113zh

Client Ref. No. - N° de réf. du client  
20150967

File No. - N° du dossier  
113zhEP737-150967

CCC No./N° CCC - FMS No./N° VME

## **ANNEX A**

### **STATEMENT OF WORK**

#### **FAIRNESS MONITORING**

##### **Contents**

- I. Introduction
- II. Terms of Reference
- III. Engagement Requirements

## **I. INTRODUCTION**

### **1.0 Title**

Fairness Monitoring Services

### **2.0 Objective**

Public Works and Government Services Canada (PWGSC) requires the services of Fairness Monitors to observe departmental activities in order to provide independent assurance to the department, its clients, industry, Parliament and Canadians that these activities are conducted with integrity, accountability, and in a fair, open and transparent manner. The services of independent third-party Fairness Monitors allow PWGSC to protect the interests of its clients and Canadians by identifying and resolving fairness issues in real time, thus averting fairness deficiencies and avoiding possible costly after-the-fact resolutions.

The integrity of the Fairness Monitoring (FM) Program is dependent on the engagement and use of credible and reputable Fairness Monitors who are accountable for their opinions in the face of public scrutiny. Accordingly, PWGSC is looking for Fairness Monitors who have professional designations and who will confidently defend rendered opinions on the fairness of monitored activities.

The definition and scope of services to be provided by Fairness Monitors is set out in the Terms of Reference, which is part of this Statement of Work (SOW).

### **3.0 Background**

PWGSC is committed to excelling in government operations and ensuring sound stewardship on behalf of Canadians by delivering high-quality services and programs that meet the needs of federal organizations. Section 40.1 of the *Financial Administration Act* sets out the Government of Canada's commitment, "to taking appropriate measures to promote fairness, openness and transparency in the bidding process for contracts with Her Majesty for the performance of work, the supply of goods or the rendering of services".

Since 2005, PWGSC has been using Fairness Monitoring (FM) as a proactive measure to provide management, client departments, government suppliers, Parliament and Canadians with independent assurance that PWGSC's procurement activities are conducted in a fair, open and transparent manner.

In June 2009, the FM Program was expanded to include any departmental activity, whereby the activity includes any departmental undertaking, whether on behalf of internal PWGSC organizations or other federal departments and agencies. Departmental undertakings include, but are not limited to, procurement of goods, services, construction services, acquisition of real property, disposition of Crown assets, and grants and contributions.

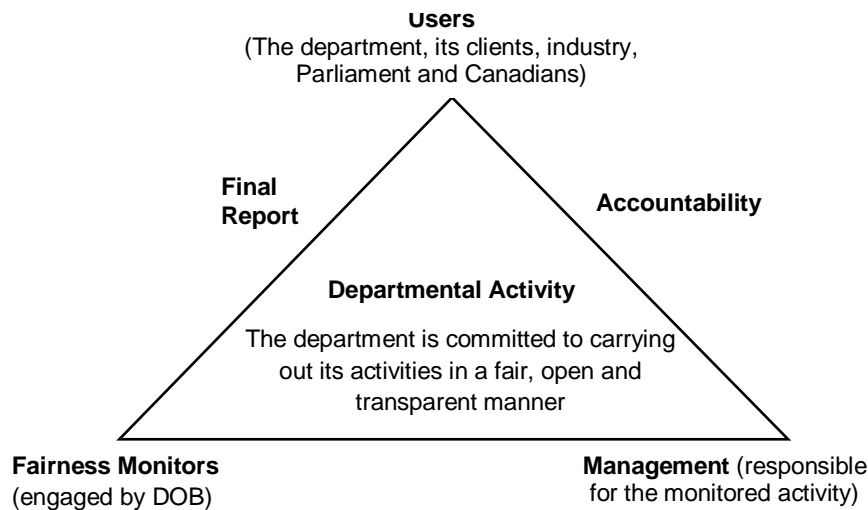
To enhance the independence of the Fairness Monitor function, the overall responsibility for the FM Program rests with the Assistant Deputy Minister (ADM), Departmental Oversight Branch (DOB), PWGSC. The ADM, DOB reports directly to the Deputy Minister (DM) and thus operates at arm's length from departmental operations conducting the activities being monitored by Fairness Monitors. The ADM, DOB has delegated management of the program to the Fairness Monitoring and Business Dispute Management Directorate. This Directorate is the Government of Canada's independent FM centre of expertise and the only organization authorized to oversee FM services on behalf of PWGSC.

## II. TERMS OF REFERENCE

### 1.0 Definition of Fairness Monitoring

- 1.1 A Fairness Monitoring (FM) engagement is an assurance engagement in which third-party Fairness Monitors observe departmental activities. Based on their observations, they provide an impartial opinion on the fairness, openness and transparency of a monitored activity.
- 1.2 For each monitored activity, PWGSC engages an independent, third-party Fairness Monitor to provide an impartial opinion to the department, its clients, industry, Parliament and Canadians that the monitored activity is carried out in a fair, open and transparent manner. Fairness Monitor opinions are provided in written reports including an Attestation of Assurance. Final Reports are published on Government of Canada internet sites.
- 1.3 Activities that could be the subject of FM include, but are not limited to, procurement of goods, services or construction services, acquisition of real property, disposition of Crown assets or grants and contributions.
- 1.4 FM is done concurrently with the monitored activity, so that the interests of the department, its clients and Canadians are protected through the real time identification and resolution of fairness issues, thus averting fairness deficiencies and avoiding possible costly after-the-fact resolutions.

### **Key elements of a Fairness Monitoring engagement**



## 2.0 Fairness Monitoring Engagement

- 2.1 Criteria are benchmarks against which monitored departmental activities can be evaluated. The criteria against which Fairness Monitors will evaluate departmental activities are as follows:

To assess and attest to the fairness, openness and transparency of PWGSC in its conduct of departmental activities, fairness monitors will use the following criteria:	
Criteria	Sources for Criteria
<b>Fairness:</b> Decisions are made objectively, free from bias, favouritism or influence and conform to established rules.	<ul style="list-style-type: none"><li>• <i>Financial Administration Act</i></li><li>• <i>TBS Draft Policy on Managing Procurement</i></li><li>• <i>TB Policy on Management of Real Property</i></li></ul>
<b>Openness:</b> The monitored activity is accessible to all potential participants, without unjustified restrictions as to who may participate.	<ul style="list-style-type: none"><li>• <i>Financial Administration Act</i></li><li>• Office of the Procurement Ombudsman</li><li>• <i>TBS Draft Policy on Managing Procurement</i></li><li>• <i>TB Policy on Management of Real Property</i></li></ul>
<b>Transparency:</b> Information about the activity is provided to the public and interested parties in a timely manner that facilitates public scrutiny.	<ul style="list-style-type: none"><li>• <i>Financial Administration Act</i></li><li>• Office of the Procurement Ombudsman</li><li>• <i>TBS Draft Policy on Managing Procurement</i></li><li>• <i>TB Policy on Management of Real Property</i></li></ul>

- 2.2 In order to ensure that the Fairness Monitor has sufficient information on which to base an opinion, the Contracting Authority (CA) will provide all appropriate information, documents and facts related to each stage of the process as early as possible. The CA will interact directly with the Fairness Monitor on a regular basis, and will consider all fairness-related questions and concerns raised by the Fairness Monitor in a timely manner and will promptly address any potential fairness deficiency.

- 2.3 During FM engagements, the CA is to have open dialogue with the Fairness Monitor. However, they must also ensure that their actions do not compromise or appear to compromise the independence and integrity of a Fairness Monitor. To this end, the Fairness Monitor must not offer, and officials should not impose upon or use a Fairness Monitor for any of the following purposes:

- a) to provide subject matter expertise;
- b) to act as a consultant to the department to provide advice or guidance during the process;
- c) to assume any of the roles and/or responsibilities of departmental officials; or
- d) to provide legal advice, such as the interpretation or application of legislation, trade agreements, or any decisions of a judicial or quasi-judicial body, or provide any associated risk assessment.

It is the duty of the Fairness Monitor to maintain and safeguard his/her independence, impartiality and objectivity and not to be subject to improper influence.

- 2.4 The Fairness Monitor provides interim reports with respect to the phases of the monitored activity, each containing an attestation of assurance and observations. The basic elements of the interim report are set out in the Terms of Reference.
- 2.5 The Fairness Monitor provides a Final Report containing an attestation of assurance with respect to the monitored activity. The basic elements of the Final Report are set out in the Engagement Requirements.

### **3.0 Fairness Monitoring Mandate**

- 3.1 The mandate and responsibilities of the Fairness Monitor are set out in the SOW, which forms part of the contract for each FM engagement. The Terms of Reference is an integral part of FM contracts.

### **4.0 Fairness Deficiencies**

- 4.1 A Fairness Deficiency is any departmental process, procedure, action, omission or decision observed by the Fairness Monitor that has impacted or is likely, if not adequately addressed, to impact negatively on the fairness, openness or transparency of the monitored activity.
- 4.2 The Parties agree that there is no Fairness Deficiency if the departmental process, procedure, action, omission or decision is required in order to comply with applicable laws, including regulations and trade agreements, and Treasury Board policies and related instruments.
- 4.3 With respect to transparency, the parties agree that there is no fairness deficiency if the department's decision not to disclose information is required by the *Privacy Act*, the *Access to Information Act* or other laws or policies that apply to the information, or if the decision not to disclose information is due to the fact that the proposed recipient of the information does not hold the required level of security clearance.

### **5.0 Fairness Monitor Conduct (Applicable to the FM Team Leader and FM Specialist)**

#### **Due Diligence**

- 5.1 Due diligence requires the Fairness Monitors to do their work conscientiously and with rigour. Fairness Monitors must exercise sound judgment in line with their professional designations, when deciding what aspects of the monitored activity are to be observed, the basis for evaluating fairness, openness and transparency, the monitoring approach and methodology, the extent of monitoring, the issues to be reported and the overall conclusions.

#### **Objectivity and Independence**

- 5.2 Fairness Monitors must maintain an objective state of mind, free from bias. This means that the Fairness Monitors cannot direct the engagement toward areas of personal interest or prejudice findings. The findings and reports can only be shaped by information obtained and assembled in accordance with the Terms of Reference.
- 5.3 Independence requires that the FM Team be free of any hindrances to their independence that could impair (or be seen to impair) their impartiality in carrying out their work, making judgments or forming opinions and conclusions.
- 5.4 The FM Team must not have any actual or perceived conflict of interest; specifically, they have not provided any advice or guidance on this project.

#### **Knowledge and Experience of the FM Team**

- 5.5 The FM Team must have:
- a) knowledge of FM concepts and techniques and the ability to apply the knowledge;
  - b) experience and technical skills to effectively understand the activity being monitored; and
  - c) a general knowledge of the federal government environment.

- 5.6 The FM Team should consult subject matter experts (SMEs) where necessary to obtain expert advice particularly when the FM Team lacks the necessary specialized knowledge.

### **Departmental Involvement in the FM Engagement**

- 5.7 Good relations between Fairness Monitors and officials responsible for the monitored activity are built on the basis of respect and trust. Both the officials and the Fairness Monitors can benefit by sharing information throughout the course of the engagement. Such relationships do not compromise the Fairness Monitors' independence or the quality of FM reports.
- 5.8 The FM Team must seek officials' input when:
- a) planning the engagement to obtain timelines and milestones, key stages of the activity requiring Fairness Monitor observation, and any departmental concerns;
  - b) finalizing the work plan to obtain views on the approach selected for the observation phase; and
  - c) issues arise, including fairness issues and potential fairness deficiencies.

### **Fairness Monitoring Record Keeping**

- 5.9 The FM Team must maintain files that contain information pertinent to the FM engagement. Easy access to information specified in the Final Report will assist the Fairness Monitors in defending a challenge of the monitored activity.
- 5.10 The goal of maintaining complete files is to ensure observations and conclusions flow logically from available information and are well supported.
- 5.11 In addition to the information needed to support factual statements, the file should include support for the judgments, assumptions and conclusions made by the Fairness Monitors (i.e. a working paper setting out the logical arguments and supporting evidence for the Fairness Monitors' judgments).
- 5.12 The FM Team is responsible to ensure that any replacement members are provided with all records pertaining to the monitored activity and that the transition is facilitated.

### **Communications**

- 5.13 The primary means of communicating FM results is through the interim and final reports. FM Reporting Policies are covered in the next section.
- 5.14 Interim reports are shared with the client.
- 5.15 Final reports are shared with the client and are published on Government of Canada internet sites.

### **6.0 Fairness Monitoring Reporting Policies**

- 6.1 The purpose of reports is to provide assurance that the department carried out its activity up to a specific stage, fairly, openly and transparently.
- 6.2 An interim report is a concise overview of an FM engagement for a monitored activity up to a certain stage in the procurement whereas a Final Report will give a concise overview of the total FM engagement. Reports will include an Attestation of Assurance as to the fairness, openness and transparency of the monitored activity up to the end of a certain phase, or in the case of final reports, the entire engagement.



- 6.3 The purpose of the Final Report is to provide assurance that the department carried out its activity fairly, openly and transparently. The requirement for clear communications means that messages must:
- be clear and precise and written in plain language to ensure that the reader will understand what the report is trying to convey;
  - be convincing and their importance highlighted for the reader;
  - be fair and presented in an unbiased tone; and
  - deal with matters of significance.
- 6.4 Final Reports are seen by the client, media and public. In preparing the report, the FM Team must keep in mind:
- the intended users in their scrutiny of departmental activities — that is, the department, industry, Parliament and Canadians; and
  - the purpose of the FM Program is to promote the Government of Canada's commitment to, and provide independent verification of, fairness, openness and transparency in carrying out its activities.
- 6.5 To ensure quality and consistency in the English and French versions of the reports, the required deliverables must:
- be written in plain language and be free of errors;
  - be consistent in the English and French version of the documents;
  - use the same terminology as used in the procurement process documents including the Standard Instructions, the General Conditions, the Supplemental General Conditions and clauses in reference contained in the Standard Acquisition Clauses and Conditions (SACC) Manual; and
  - be reviewed by the FM Team Leader prior to submitting to the FM Project Authority.
- 6.6 The requirement for FM Reports to be free from errors requires that the following must be considered:
- Accuracy including translation, logical rendering, clarity and proper use of terminology;
  - Language including syntax, under/over translation and faulty usage including Gallicisms, Anglicisms and calques;
  - Official Titles and Terminology including correct use of official titles, acronyms, terminology, client's usage and consistency; and
  - Formatting including layout, alignment of paragraphs and titles, consistency, hypertext links and versions that reproduce the same formatting of tables and charts.
- PWGSC's Translation Bureau offers examples on writing in plain language in *The Canadian Style* (<http://www.btb.termiumplus.gc.ca/tpv2guides/guides/tcdnstyl/index-eng.html?lang=eng>) and *Le guide du rédacteur* (<http://www.btb.termiumplus.gc.ca/tpv2guides/guides/redac/index-eng.html?lang=eng>).
- 6.7 The FM Project Authority reserves the right to request a correction or replacement of a deliverable or any part of a deliverable, at no cost to Canada as all work is subject to inspection and acceptance by Canada (Section 05 – *Conduct of the Work* and Section 11 – *Inspection and Acceptance of the Work* of 2035, General Conditions - Higher Complexity - Services, in the SACC Manual).
- 6.8 The department reserves the right to provide a formal Management Response, prepared by officials responsible for the monitored activity, to any fairness deficiency identified in a Final Report. Management Responses will be published with the Final Report.

## **7.0 Code of Conduct and Quality Management**

### **7.1 Code of Conduct and Values Requirements**

The FM Contractor must have a formal Code of Conduct and Statement of Values that are consistent with those of the Government of Canada, and are applied in all facets of the Work provided to Canada in any resulting call-ups.

### **7.2 Quality Requirements**

The FM Contractor must have established, formal, quality control and quality assurance mechanisms, and associated resources, which will be consistently applied to all services and deliverables provided to Canada in any resulting call-ups.

### III. ENGAGEMENT REQUIREMENTS

#### FAIRNESS MONITORING ENGAGEMENT REQUIREMENTS FOR [INSERT NAME OF FM PROJECT]

##### 1.0 Fairness Monitors - Requirement Summary

- 1.1 The Fairness Monitoring and Business Dispute Management Directorate of Public Works and Government Services Canada (PWGSC) requires the services of an Fairness Monitoring (FM) Contractor to monitor [INSERT NAME OF FM PROJECT], and to provide assurance whether this activity is conducted in a fair, open and transparent manner and that all actions involved in the specific activity are conducted in accordance with the official governance structure and prescribed processes.
- 1.2 The FM Contractor must provide three resources, an FM Team Leader, an FM Specialist and a backup FM Specialist. The roles of the FM Specialist and FM Team Leader are defined in subsections 2.5 and 2.6 below.
- 1.3 Work will be conducted primarily in the National Capital Region (NCR). [Occasionally, as and when requested, Regional Offices may also request services. The regions are defined as follows: the Atlantic Region (includes PEI, Nova Scotia, New Brunswick and Newfoundland); Quebec Region (excludes the NCR); Ontario Region (excludes the NCR); Western Region (includes Alberta, Saskatchewan and Manitoba) and Pacific Region (includes British Columbia). The location of Work will be specified at time of call-up].

The FM Team may be required to travel outside the NCR. All travel must be pre-approved by the Director, Fairness Monitoring and Business Dispute Management Directorate and must be in accordance with the *National Joint Council Travel Directive*. The FM Team is responsible for making its own travel arrangements and providing their travel information to the FM Project Authority.

- 1.4 A complete list of FM services and deliverables are detailed in Sections 7.0 and 8.0 below.
- 1.5 Detailed information on the [INSERT NAME OF FM PROJECT] is available in Appendix 1.

##### 2.0 Definitions

- 2.1 **Fair (équitable):** decisions are made objectively, free from bias, favoritism or influence and conform to established rules.
- 2.2 **Fairness deficiency (lacune en matière d'équité):** a departmental process, procedure, action, omission or decision observed by the Fairness Monitor that has impacted or if not adequately addressed, is likely to impact negatively on the fairness, openness or transparency of the monitored activity (see section 4.0 of the Terms of Reference).
- 2.3 **FM Contractor (entrepreneur en surveillance de l'équité):** an independent third-party observer whose role is to observe all or part of an activity in order to identify any potential fairness deficiencies and provide an opinion on the fairness, openness and transparency of that activity. The FM Contractor is accountable to provide products and services to Canada under this Contract.
- 2.4 **FM Project Authority (chargé de projet de SÉ):** the representative of PWGSC for whom the Work will be carried out pursuant to a call-up against the Standing Offer (SO) and is responsible for all the technical content of the Work under the resulting Contract.

- 2.5 **FM Specialist** (*spécialiste de la SÉ*): the FM Team member who is responsible for the day to day activities and provides the related experience, expertise, and guidance in rendering his professional opinions considered essential for ensuring the quality of the products and services the FM Contractor is accountable to deliver to Canada under this Contract.
- 2.6 **FM Team Leader** (*chef d'équipe de SÉ*): the FM Team member who is responsible for the FM activities undertaken in accordance with the SOW, including, but not limited to, requests for replacements, travel authorization requests and review of invoices prior to submission. The FM Team Leader must ensure the sufficiency, appropriateness, adequacy and quality of all products and services delivered to Canada under this Contract.
- 2.7 **Monitored activity** (*activité sous surveillance*): the activity being monitored by Fairness Monitors.
- 2.8 **Open** (*ouvert*): an activity that is accessible to all potential participants, without unjustified restrictions as to who may participate.
- 2.9 **Opinion services** (*services d'opinion*): services in which a formal expression of a professional opinion, to be relied upon by a third-party, in one or more of the following categories is provided:
- accounting;
  - architectural;
  - audit;
  - engineering
  - fairness monitoring;
  - legal;
  - procurement (acquisition of goods, services, construction services);
  - real property (leasing, property management).
- 2.10 **Qualified opinion** (*opinion avec réserve*): an opinion as to the fairness, openness and transparency of the monitored activity which specifies a substantiated, unresolved fairness deficiency.
- 2.11 **Transparent** (*transparent*): providing information to the public and interested parties in a timely manner that facilitates public scrutiny.
- 2.12 **Unqualified opinion** (*opinion sans réserve*): an opinion that the monitored activity was carried out in a fair, open and transparent manner.
- 3.0 Terms of Reference**
- 3.1 The FM Contractor and the resources provided to carry out the Work must abide by the Terms of Reference for FM Engagements set out in the Standing Offer.
- 4.0 Language**
- 4.1 Under this Contract, the FM Team Leader and/or the FM Specialist identified by the FM Contractor will provide services in [ENGLISH AND/OR FRENCH, TO BE SPECIFIED AT TIME OF CALL-UP].
- 5.0 Security**
- 5.1 Under this Contract, the FM Team Leader and the FM Specialist identified by the FM Contractor must have a valid personnel security screening at the level of [SECURITY WILL BE SPECIFIED AT TIME OF CALL-UP].

## **6.0 Travel**

6.1 [TRAVEL REQUIREMENTS WILL BE SPECIFIED AT THE TIME OF CALL-UP].

## **7.0 Fairness Monitor Services**

The FM Contractor must:

- 7.1 Become familiar with the governance structure and processes used during the monitored activity, and monitor the actions and decisions of each entity/individual within the governance structure and determine if these actions and decisions remain consistent with the established governance structure;
- 7.2 Become familiar with project documentation including, but not limited to, the Request for Information (RFI), Request for Proposals (RFP) and the Evaluation Criteria [NOTE THAT THE DOCUMENTS WILL VARY DEPENDING ON THE TYPE OF ACTIVITY AND THE STRATEGY BEING USED AS NOTED AT TIME OF CALL-UP];
- 7.3 Observe all or part of the activities and process undertaken during the [INSERT NAME OF FM PROJECT];
- 7.4 Assess the fairness, openness and transparency of key activity documentation prepared, such as, but not limited to RFI, RFP, Invitation to Tender (ITT), etc., for each stage of the process;
- 7.5 Attend in person, as applicable but not limited to, meetings or events during the monitored activity such as: information sessions, evaluation meeting(s), consensus meeting(s), site visit(s), bidder conference(s), disclosure of information, debriefing session(s) with proponents, etc.;
- 7.6 Monitor communications with proponents, such as, but not limited to, proponents' questions and responses, requests for clarification, e-mail exchanges, debriefings, etc., during the process of the monitored activity;
- 7.7 Identify and assess the impact(s) of any issues with respect to the fairness, openness and transparency of the activities and process(es) undertaken during the [INSERT NAME OF FM PROJECT];
- 7.8 Report verbally to the FM Project Authority any unresolved fairness issues of the monitored activity and follow-up by e-mail within 24 hours following verbal notification;
- 7.9 Provide an overall opinion on the fairness, openness and transparency of the activities and process(es) observed;
- 7.10 Substantiate any identified outstanding fairness deficiencies;
- 7.11 Provide written reports to the FM Project Authority as outlined in the subsequent "Fairness Monitor Deliverables" section;
- 7.12 Assist, if requested by the FM Project Authority, with the development and/or delivery of any defence to a challenge of the monitored activity (for example, but not limited to, through the Canadian International Trade Tribunal (CITT) and/or Federal Court) where the FM has rendered an opinion; and
  - 7.12.1 If required, provide expert testimony supporting the FM's opinion at CITT and/or Federal Court.

## 8.0 Fairness Monitor Deliverables

*Note: if any of the report/deliverables stated below cannot be submitted to the FM Project Authority as per the indicated time frame, a written justification must be provided within the week prior to deadline. The FM Project Authority reserves the right to accept or refuse the reason(s) for the delay. The FM Project Authority will review the justification provided and will confirm its decision in writing to the FM Contractor.*

The deliverables under this Contract will consist of:

- 8.1 **Workplan** to be delivered to the FM Project Authority outlining activities that the FM Contractor proposes to undertake for all phases of the monitored activity. This must be provided within three weeks of the kick-off meeting. The workplan will be based on the current state of information and hence will be revised as and when required. The FM Project Authority will review and approve in writing the proposed workplan(s);
- 8.2 **[INSERT NAME OF PHASE] Report** (Template attached as Appendix 2) to be submitted to the FM Project Authority no later than one week following the conclusion of [INSERT NAME OF PHASE]. This report must include an opinion of the fairness, openness and transparency of the activities monitored and/or documentation reviewed up to the conclusion of [INSERT NAME OF PHASE]. The number of interim reports will vary depending on the monitored activity.
- 8.3 **Final Report** (Template attached as Appendix 2) to be submitted to the FM Project Authority no later than two weeks following the conclusion of the evaluation phase of the monitored activity. The Final Report must include either an unqualified assurance statement or a qualified assurance statement. Any unresolved fairness deficiency must be fully explained and fully substantiated.
  - 8.3.1 **Addendum to the Final Report** (Template attached as Appendix 3) to be submitted to the FM Project Authority at the conclusion of the monitored activity, e.g. contract award or cancellation, and following any debriefing of proponent(s). In the event there was no debriefing of or feedback given to proponent(s), it must also be mentioned in this Addendum. This Addendum must be submitted to the FM Project Authority no later than one week following conclusion of that phase. This Addendum should not be more than one page long.
- 8.4 **Summary Document** (Template attached as Appendix 4) must be submitted to the FM Project Authority no later than one week following the delivery of the Addendum to the Final Report. The Summary Document must contain a summary of observations and issues resolved in real time, identification of any best practices, and it must include an analysis, the nature of which would contribute to lessons learned.
- 8.5 All deliverables mentioned above must be provided to the FM Project Authority in English or French, with the exception of the Final Report and Addendum, which must be provided in both official languages. The Final Report and the Addendum to the Final Report will become a public document subject to limits of disclosure under the *Privacy Act*.
- 8.6 The FM Contractor is responsible for the quality and accuracy of all deliverables and consistency between English and French versions.
- 8.7 All reports must be provided in electronic format using Microsoft Word and in hard copy signed by the FM Contractor's authorized representative, the FM Team Leader and the FM Specialist.

## **9.0 Resources**

- 9.1 For each call-up, the FM Contractor must provide the following resource categories:
- a. An FM Team Leader, each FM Team Leader must meet mandatory technical criterion MT4 in the Request for Bids EP737-150967/B;
  - b. An FM Specialist and a backup FM Specialist, each FM Specialist must meet mandatory technical criterion MT5 in the Request for Bids EP737-150967/B; and
  - c. At least one of the resources must meet mandatory technical criterion MT3 in the Request for Bids EP737-150967/B.

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## **APPENDIX 1**

### **CONTEXT OF THE MONITORED PROJECT**

[APPENDIX 1 WILL BE INSERTED AT TIME OF CALL-UP].



## APPENDIX 2

### TEMPLATE FOR FAIRNESS MONITOR REPORTS

Interim report(s) provide(s) a concise overview of a phase of the FM engagement for the monitored activity while the final report provides a concise overview of the total FM engagement for the monitored activity. All reports will include an attestation as to the fairness, openness and transparency of the monitored activity.

Reports must be printed on the FM Contractor's letterhead and must include the following sections:

#### Title page

*The title page must contain the following information:*

[NAME OF MONITORED ACTIVITY AS IN THE SOLICITATION DOCUMENTS]  
Fairness Monitor [INSERT NAME OF PHASE] report  
[DATE OF SUBMISSION]

Submitted to: Director, Fairness Monitoring  
Submitted by: [NAME OF FM CONTRACTOR]

*Note: The title page should convey accurately, clearly and concisely the subject of the report. Please omit any verbs or articles. Please do not use acronyms or excess capital letters on the title page. The name of monitored activity should remain consistent throughout all reports.*

#### Table of contents

*Note: A table of contents must be included. Please do not use acronyms in headings and sub-headings. Only the first word is capitalized in headings and sub-headings.*

#### Introduction

*This section will provide the context of the FM engagement as set out in the engagement requirements.*

[NAME OF FM CONTRACTOR] was engaged as a fairness monitor (FM) on [START DATE OF FM CONTRACT] to observe the [PROCESS] for [NAME OF MONITORED ACTIVITY], issued by Public Services and Procurement Canada (PSPC) on behalf of [NAME OF CLIENT ORGANIZATION] as a result of [SOLICITATION # OR OTHER RELEVANT DOCUMENT #]. [NAME OF FM CONTRACTOR] is an independent third party with respect to this activity.

We reviewed all of the information provided and observed all relevant activities.

We hereby submit the [NAME OF PHASE] report, covering the activities of the FM, commencing with the [APPROPRIATE STARTING POINT SUCH AS RFI, ETC.] on [START DATE], continuing through the [PHASES OBSERVED SUCH AS RFP, CONSENSUS MEETINGS, ETC.] on [END DATE].

This report includes our attestation of assurance, a summary of the scope and objectives of our assignment, and relevant observations from the activities undertaken.

*Note: The final report will normally cover all activities up to and including the final evaluation before contract award. Contract award and debriefing observations will be covered in the Addendum to the final report.*

## Attestation of assurance

*This section will set out the overall attestation as to the fairness, openness and transparency (as set out in Section 2.0 above) of the monitored activity using the following language. Provide context and substantiation for any fairness deficiencies that are noted:*

1. *Unqualified report where there are no outstanding fairness deficiencies:*

The fairness monitor hereby provides the following unqualified assurance statement concerning [NAME OF MONITORED ACTIVITY AND THE PHASE]:

It is our professional opinion that the [PROCESS] we observed, was carried out in a fair, open and transparent manner.

2. *Qualified report where there are minor fairness deficiencies in part of the process but the overall process was conducted in a fair, open and transparent manner:*

We observed the following minor deficiency(ies) in the process:  
[INSERT CONCISE STATEMENT OF DEFICIENCY]

It is our professional opinion that, notwithstanding these minor deficiencies, the [PROCESS] we observed was carried out in a fair, open and transparent manner.

3. *Qualified report where there are significant fairness deficiencies affecting the overall fairness, openness or transparency of the monitored activity:*

We observed the following material deficiency(ies) in the process:  
[INSERT CONCISE STATEMENT OF DEFICIENCY]

It is our professional opinion that, because of the significance of the above deficiency(ies), the [NAME OF MONITORED ACTIVITY] we observed was carried out in a [INSERT WHICH ELEMENTS APPLY, E.G., FAIR AND/OR OPEN AND/OR TRANSPARENT] manner, however, due to the above noted deficiency it was not carried out in a [INDICATE WHICH ELEMENT WAS COMPROMISED, E.G., FAIR AND/OR OPEN AND/OR TRANSPARENT] manner.

*PSPC reserves the right to provide a formal management response, with respect to any fairness deficiency identified in the final report, to be published with the final report.*

*Note: The FM Contractor's signatures will follow the attestation. The signature of the FM Contractor's Representative who officially represents the FM Contractor in all of its dealings with Canada, as indicated in the contract, is required as well as the signature from the FM Team Leader and the FM Specialists. It is preferred that the FM Contractor's Representative be neither the FM Team Leader nor the FM Specialist for the monitored activity. Please include one signature box per individual who performed services on the engagement.*

---

[FM Contractor's Representative]  
[Title, FM Company Name]

---

[FM Team Leader's name]  
[Professional Designation, if applicable]  
FM Team Leader

---

[FM Specialist's name]  
[Professional Designation, if applicable]  
FM Specialist  
Project requirement

*This section will provide an overview of the activity being monitored including the different phases, timelines, and any other pertinent information.*

#### Fairness monitoring engagement and observations

[NAME OF FM CONTRACTOR] was engaged as an FM to observe the [PROCESS] for [NAME OF MONITORED ACTIVITY], and to attest to the fairness, openness and transparency of this monitored activity.

In accordance with the terms of our engagement, we familiarized ourselves with the relevant documents, observed [INSERT APPROPRIATE PHASES/STAGES OBSERVED, FOR EXAMPLE, PRE-BID-SOLICITATION ACTIVITIES, BID SOLICITATION ACTIVITIES, ETC.] identifying fairness-related matters to the [INSERT APPROPRIATE PARTIES, E.G., CONTRACTING AND TECHNICAL AUTHORITIES] and ensuring that responses and actions were reasonable and appropriate.

[DESCRIPTION OF THE FM'S ACTIVITIES OVER THE COURSE OF THE ENGAGEMENT AND RELATED OBSERVATIONS]

#### Reference documents

Documents related to solicitation number [INSERT SOLICITATION # WITH IMBEDED HYPERLINK OF THE URL FOR THE BUYANDSELL.GC.CA PAGE RELATED TO THIS ACTIVITY] are available on Buyandsell.gc.ca and/or through the project office.

### APPENDIX 3

#### TEMPLATE FOR ADDENDUM TO THE FINAL REPORT

Addendum to the final report

[DATE]

Addendum to the final report dated [DATE] for [NAME OF MONITORED ACTIVITY]

This addendum to the final report covers the period following the conclusion of the evaluation phase including contract [cancellation post evaluation] OR [award] [and debriefings].

[INSERT TEXT COVERING ACTIVITIES RELATED TO CONTRACT AWARD. IN THE EVENT THERE WAS NO CONTRACT AWARD OR NO DEBRIEFING, THIS MUST BE STATED IN THIS TEXT].

[CONCLUDE THIS ADDENDUM WITH AN ATTESTATION STATEMENT ON THE FAIRNESS, OPENNESS AND TRANSPARENCY OF THIS PHASE].

*Note: Attestation statement should be consistent with direction given in the above template for Appendix 2 Interim and final report.*

*Note: The FM Contractor's signatures will follow the attestation. The signature of the FM Contractor's Representative, who officially represents the FM Contractor in all of its dealings with Canada, as indicated in the contract, is required as well as the signature from the FM Team Leader and the FM Specialists. It is preferred that the FM Contractor's Representative be neither the FM Team Leader nor the FM Specialist for the monitored activity. Please include one signature box per individual and include all FM's who performed services on the engagement.*

---

[FM Contractor's Representative]  
[Title, FM Company Name]

---

[FM Team Leader's name]  
[Professional Designation, if applicable]  
FM Team Leader

---

[FM Specialist's name]  
[Professional Designation, if applicable]  
FM Specialist

## APPENDIX 4

### GUIDELINE FOR FAIRNESS MONITOR SUMMARY REPORT

*Reports must be printed on the FM Contractor's letterhead and must include the following sections:*

Title page

*The title page must contain the following information:*

[INSERT NAME OF MONITORED ACTIVITY AS IN THE SOLICITATION DOCUMENTS]  
Fairness monitor summary report  
[INSERT DATE OF SUBMISSION]

Submitted to: Director, Fairness Monitoring  
Submitted by: [NAME OF FM CONTRACTOR]

Introduction

*This section will provide the context of the FM engagement as set out in the Engagement Requirements.*

[NAME OF FM CONTRACTOR] was engaged as a Fairness Monitor (FM) to observe the [PROCESS] for [NAME OF MONITORED ACTIVITY], issued by Public Services and Procurement Canada (PSPC) on behalf of [NAME OF CLIENT ORGANIZATION] as a result of [INSERT SOLICITATION # OR OTHER RELEVANT DOCUMENT #]. [NAME OF FM CONTRACTOR] is an independent third party with respect to this activity.

*For each section below, please provide any observations that lent to or hindered the fairness, openness and transparency of the project. Please include any best practices, opportunities missed, risks needlessly incurred etc.*

Procurement planning/pre-issue stage

Posting period

Solicitation closing

Evaluation

Communications and debriefing

Conclusion

Measures which specifically assisted in achieving a fair, open and transparent process were:

In support of future improvements, the following observations/recommendations are noted:

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Buyer ID - Id de l'acheteur  
113zh

Client Ref. No. - N° de réf. du client  
20150967

File No. - N° du dossier  
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## **ANNEX B**

### **GENERIC SECURITY REQUIREMENTS CHECKLISTS**

The list and details of the 31 common Security Requirement Checklists (SRCLs) for professional services are available on the Centralized Professional Services ePortal Web site (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>).

Note: SO/SA refers to the Standing Offer and the Supply Arrangement

NOTE TO BIDDER: It is mandatory to have a minimum security clearance of Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B prior to issuance of a Fairness Monitoring Services Standing Offer/Supply Arrangement

## ANNEX C

### BASIS OF PAYMENT (STANDING OFFER ONLY)

1. The Contractor will be paid firm all inclusive per diem rate as follows, for Work performed pursuant to a Contract, customs duty included, Applicable Taxes extra, if applicable.

Resource Category	Year 1	Year 2
FM Team Leader	\$	\$
FM Specialist	\$	\$

Work Day: A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If worked more or less than a day, the firm all inclusive per diem rate must be prorated to reflect the actual day worked in accordance with the following formula:  $\text{hours worked} \div 7.5 \text{ hours} = \text{days worked}$ .

2. Travel and Living Expenses

- a) Canada will not accept any travel and living expenses for:
- Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Web site: <http://laws.justice.gc.ca/en/N-4/>;
  - Any travel between the Contractor's place of business or the proposed resource's work location and the NCR required to satisfy the terms of the Contract; and
  - Work performed within 100 km of the Contractor's place of business or the proposed resource's work location and the work location identified in the call-up.

These expenses are included in the firm all inclusive per diem rates in section 1 above.

- b) For Work to be performed outside the NCR and outside the 100 km radius:
- The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees"; and
  - The Contractor will be paid its authorized travel time, reasonably and properly incurred in the performance of the Work for travel occurring within a twenty-four hour period, without any allowance for overhead or profit. Time for travel that is more or less than a day must be prorated to reflect actual time for travel in accordance with the following formula:  $(\text{Hours of travel} \times \text{the firm all inclusive per diem rate}) \div 7.5 \text{ hours}$ .
- c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of resources required to satisfy the terms of this Contract; and
- d) All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.