



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Stress Measurement Tool	
Solicitation No. - N° de l'invitation 0X001-181266/A	Date 2019-01-04
Client Reference No. - N° de référence du client 0X001-181266	
GETS Reference No. - N° de référence de SEAG PW-\$\$PI-035-76154	
File No. - N° de dossier pi035.0X001-181266	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-01-28	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Henry, Katelyn	Buyer Id - Id de l'acheteur pi035
Telephone No. - N° de téléphone (343) 998-1801 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Information Products/Produits d'information
L'Esplanade Laurier,
East Tower 7th Floor
140 O'Connor, Street
Ottawa
Ontario
K1A 0R5

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Canada's Online Information Products Terms and Conditions, the Bid Evaluation Criteria, the Declaration Form, the List of Names Form, and the Federal Contractors Program for Employment Equity – Certification.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

1.2 Summary

- 1.2.1 The Canada School of Public Service (CSPS) has a requirement for an instrument to assess stress levels in individuals and allow them to develop an action plan to mitigate possible ill effects of stress.

The solicitation is intended to result in the award of 1 (one) contract for 1 (one) year, and up to 2 (two) irrevocable option years allowing Canada to extend the term of the Contract.

- 1.2.2 The requirement is subject to the Canada Free Trade Agreement (CFTA).

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred eighty (180) days

2.2 Submission of Bids

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

Bids sent directly to the Contracting Authority will not be considered.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, **Canada requests that the Bidder submits its bid in accordance with Section 08 of the 2003 Standard Instructions**, and as amended in part 2 – Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders must provide their bid in a single transmission. The service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid (with no reference to price) (1 hard copy and 1 soft copy on CD, DVD, or USB key)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 8.5 x 11 inch (216 mm x 279 mm) 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

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by

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identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex D - Section 3. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

(a) Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. 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 will be considered non-responsive and be disqualified.

(b) Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D.

Failure to fully and clearly articulate, document and demonstrate compliance with the rated requirement will be to the Bidder's disadvantage.

Mandatory and point rated technical evaluation criteria are included in Annex D.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 57 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 95 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60% (technical).
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40% (price).
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

4.3 Consideration of Additional Terms included in Top-Ranked Bid (following financial evaluation)

Bidders may, as part of their bid, submit additional terms. Whether or not such terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional terms are acceptable to Canada is a matter solely within the discretion of Canada.

The process is as follows:

Bids may include additional terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a publisher's full standard license terms;

In cases where the Bidder has submitted a publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the terms that the Bidder would like Canada to consider;

Canada will review the additional terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

If Canada determines that any proposed term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;

If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and

If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

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For greater certainty and to ensure that only additional terms that have been approved by both parties are incorporated into any resulting contract, unless the additional terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the completed Integrity Declaration Form (Annex E), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. **The required documentation is included at Annexes E, F, and G.**

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

(<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

6.2.1 General Conditions

2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (i) The **Period of Contract** begins on the date the Contract is awarded and ends one year after that date, inclusive; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional option years under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Katelyn Henry
Title: Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate - PI Division

Address: Esplanade Laurier, 7th Floor
140 O'Connor Street
Ottawa, ON, K1A 0R3

Telephone: 343-998-1801

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E-mail: katelyn.henry@tpsgc-pwgsc.gc.ca

The Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client. The Contracting Authorities name and contact information is not to be put on the Invoice.

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

6.5.2 Project Authority (to be identified in any resulting contract)

The Project Authority for the Contract is:

Name: [insert name here]
Title: [insert title here]

Organization:[insert organization here]

Address: [insert address here]
[insert address here]
[insert address here]

Telephone: [insert telephone here]
Facsimile: [insert facsimile here]
E-mail: [insert email address here]

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

6.5.3 Contractor's Representative (to be identified in any resulting contract)

Name: [insert name here]
Title: [insert title here]

Organization:[insert organization here]

Address: [insert address here]
[insert address here]
[insert address here]

Telephone: [insert telephone here]
Facsimile: [insert facsimile here]
E-mail: [insert email address here]

6.6 Payment

6.6.1 Basis of Payment – Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be inserted at Contract Award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.6.2 Multiple Payments

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

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

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In addition to Article 13 - Invoice Submission of General Conditions 2030;

- a) The Government of Canada Contract Number shown on the front page of the Contract must be identified in the Invoice.
- b) The Contract Period must be identified in the Invoice.
- c) The Contracting Authority must not be referenced in the Invoice. The Contracting authority merely requires a copy of the Invoice.
- d) Invoices must be distributed as follows:
 - i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
 - ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2030 (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Canada's Online Information Products Terms and Conditions;
- (f) Annex D, Evaluation Criteria; and
- (g) the Contractor's bid dated _____ *(to be determined at the time of contract award)*.

6.11 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance

ANNEX A STATEMENT OF WORK

1. SCOPE

1.1 Objective

The Canada School of Public Service (CSPS) has a requirement for an instrument to assess stress levels in individuals and allow them to develop an action plan to mitigate possible ill effects of stress.

1.2 Background

CSPS is the common learning service provider for the Public Service of Canada. It was created to bring a unified approach to serving the common learning and development needs of federal public service employees and to help ensure that all public service employees across Canada have the knowledge and skills they need to deliver results for Canadians. CSPS supports meeting the learning needs of the Public Service of Canada through training and development that enables the Public Service community to meet evolving challenges in fulfilling their mission of serving Canada and Canadians. CSPS is committed to promoting a strong corporate culture in the Public Service, creating a culture of learning, and being a catalyst and resource for the ongoing development of the Public Service as a learning organization.

Note: Additional information about CSPS and about the courses being offered can be found on the following website address:

https://www.cspc-efpc.gc.ca/About_Us/index-eng.aspx

Some leadership and management courses use in their programming an instrument to build awareness, assess stress levels and develop an action plan to mitigate ill effects of stress. This feedback plays a central role and is essential to assist managers and executives at all levels of their professional development.

1.3 Contract Period

The contract will be for a period of one (1) year, with the possibility of two (2) one-year options for renewal under the same terms and conditions.

2. DEFINITIONS

Stress Factor/Stressor: Any external or internal event, or condition in one's surroundings that triggers the experience of physical and/or psychological stress.

Source of Pressure: Any ongoing relationships, situations, or issues, either at work or at home that one experiences as constraining, difficult, or draining.

Action Plan: A personalized program to aide in the realization of one's goals in navigating, reducing, and overcoming specific stressors and/or sources of pressure.

Validity: the measurement tool is well-founded and corresponds accurately to construct being measured (i.e.: stress).

Performance zone: A four-level scale ranking the participant's current state, including ability to work under pressure, areas of strength, and areas for improvement.

Self-scorable: The ability for the participant to produce a final score for their completed measurement tool.

Self-administered: The ability for the participant to complete the measurement tool without the need of a trained administrator.

3. REQUIREMENTS

3.1 General

CSPS requires an instrument to assess stress levels in individuals in accordance with the requirements stated below.

For the Initial Contract Period, a maximum quantity of 800 English copies and 350 French copies of the tool will be required.

For each of the two (2) one-year options for renewal, a maximum quantity of 800 English copies and 350 French copies will be required.

3.2 Language Requirements

The product must be available in both official languages of Canada (English and French).

4. TECHNICAL SPECIFICATIONS

The product must perform or include the following:

1. Ability to assess a person's stressors; specifically, his or her reaction to particular, well defined stress factors as well as the impact these are having on a person and his or her environment (work changes, work pressures, work satisfaction, personal changes, personal pressures, self-care, direct action, support seeking, situation mastery, adaptability, time management, self-esteem, positive outlook, personal power, connection, expression, compassion, physical symptoms, behavioral symptoms, emotional symptoms);
2. Be appropriate for a workplace environment, specifically for management and executives and for leadership development purposes;
3. Ability to identify signals of distress. By distress, we mean having difficulty dealing with stress;
4. Include definition of stress factors and source of pressure;
5. Include an action plan to allow individuals to elaborate strategies to mitigate stress levels;
6. Must provide an interpretation of results (a chart, a graph or a scoring grid);
7. Must be self-scorable;
8. Must be self-administered;
9. Content of questionnaire (questions) must assess different stress factors in different defined categories, including but not limited to: stress, medical, psycho social and cognitive constructs;
10. Must demonstrate validity in a Western population;
11. Algorithms or scientific methods must be used to compile results; Be based on valid and current scientific research;
12. Final results must be presented graphically and must clearly identify the performance zone on a continuum from balanced life to a burnout/ out of control situation;
13. Must not require certification to administer or provide interpretation;

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5. DELIVERABLES

The Contractor shall provide Canada with the following:

- A questionnaire, available in a paper format. The questionnaire must include a workbook and a just in time, usable action planning worksheet.

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**ANNEX B
BASIS OF PAYMENT**

Item No.	Table 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1	Stress Measurement Tool – English	800		
2	Stress Measurement Tool – Canadian French	350		
Sub-Total :				
Applicable Taxes :				
TOTAL :				

Option Year One				
Item No.	Table 2 Optional Deliverables Description	Qty	Unit Price	Extended Price
1	Stress Measurement Tool – English	800		
2	Stress Measurement Tool – Canadian French	350		
Sub-Total :				
Applicable Taxes :				
TOTAL :				

Option Year Two				
Item No.	Table 3 Optional Deliverables Description	Qty	Unit Price	Extended Price
1	Stress Measurement Tool – English	800		
2	Stress Measurement Tool – Canadian French	350		
Sub-Total :				
Applicable Taxes :				
TOTAL :				

ANNEX C CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Licensee: Canada is the licensee.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Publisher.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

- a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract is non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.
- d. The Contractor agrees that the terms and conditions of this Contract, which includes this License as Annex A, supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

- e. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.
- f. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

- A. The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.
- B. The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.
- C. Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

4. PROHIBITED USES

- 4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:
 - i. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
 - ii. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;
 - iii. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
 - iv. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.
- 4.2 The Contractor's or its duly authorized Representative's explicit written permission must be obtained in order to:
 - i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;

- ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
- iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
- iv. alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. CONTRACTOR'S UNDERTAKINGS

- (A) The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.
- (B) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

6. LICENSEE'S UNDERTAKINGS

The Licensee must:

- A. ensure that only Authorized Users are permitted access to the Online Information Product(s).
- B. ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
- C. monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- D. issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- E. keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License;
- F. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental

breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

7. UNDERTAKINGS BY BOTH PARTIES

- A. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- B. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

- a. In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
 - i. if the Licensee defaults in making payment of the Fee as provided in the Contract;
 - ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;
- b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.
- c. On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.
- d. On termination of this License by the Licensee for default, as specified in clause 9.a.(ii). above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
- e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

10. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

ANNEX D EVALUATION CRITERIA

This document sets out the criteria that will be used to evaluate the Bidder's Technical and Financial Bid (to be provided in separately bound sections) and describes the content required for conducting the evaluation.

Section 1 contains mandatory evaluation criteria denoted as M1 through M14.

Section 2 contains point-rated evaluation criteria denoted as R1 through R4.

Section 3 contains the Financial Evaluation methodology.

1. MANDATORY EVALUATION CRITERIA

To be considered responsive, a bid must meet all of the following mandatory evaluation criteria. Bids not meeting all of these mandatory requirements will be given no further consideration. Consequently, Bidders are encouraged to supply as much information as necessary to demonstrate clearly that the mandatory requirements have been met.

The Bidder must provide one (1) sample copy of the questionnaire and one (1) sample copy of the worksheet in both official languages (English and Canadian French) in order for evaluators to validate the claims of the Bidder. Failure to provide such information at bid closing will result in the bid being declared non-responsive.

Criteria Number	Mandatory Requirement
The Bidder must provide a brief description demonstrating each of the following:	
M1	Stress instrument and questionnaire must be available in both English and Canadian French.
M2	The Bidder must provide the stress instrument and questionnaire in a paper format.
M3	The instrument must not require a psychologist or certification for interpretation.
M4	The instrument must be statistically reliable and extensively researched and norm-tested in North America and must be based on valid and current scientific research.
M5	The instrument must be developed based on a minimum of four (4) bodies of research.
M6	The instrument must use algorithms or scientific methods to compile results.
M7	The instrument must be appropriate for a workplace environment, specifically for management and executives and for leadership development purposes.
M8	The questionnaire must include questions about stress and distress factors in the following categories: stress, medical, psychosocial and cognitive constructs.
M9	The instrument must have the ability to assess a person's stressors; specifically, his or her reaction to particular, well-defined stress factors as well as the impact these are having on a person and his or her environment. These factors must include, but are not limited to, the following: <ul style="list-style-type: none"> • Work changes

Criteria Number	Mandatory Requirement
	<ul style="list-style-type: none"> • Work pressures • Work satisfaction • Personal changes • Personal pressures • Personal satisfactions
M10	The instrument must have the ability to identify signals of distress. (Distress: having difficulty with stress)
M11	The instrument must include definitions of stress factors and sources of pressure.
M12	The questionnaire results must include a section providing a summary of the user's current stress levels.
M13	The questionnaire must be self-scorable and self-administered.
M14	The questionnaire must include an action plan in which users will obtain tips on how to go about working on their own stress factors.

2. POINT-RATED EVALUATION CRITERIA

The Bidder's Technical Bid will be scored out of a total of 95 available points.

The Technical Bid will be assessed against the following categories of point-rated criteria, each weighted according to the maximum points indicated.

Criteria Number	Rated Criteria	Max Points	Scores to be assigned based on the following
R1	Number of stress factors in addition to the mandatory number required in M9. These could include, but are not limited to: <ul style="list-style-type: none"> • Self-care • Direct action • Support-seeking • Situation mastery • Adaptability • Time management • Self-esteem • Positive outlook • Personal power • Connection • Expression • Compassion • Physical symptoms • Behavioural symptoms • Emotional symptoms 	50	Less than 5 factors = 0 points Between 5 and 10 factors = 10 points Between 11 and 15 factors = 20 points Between 16 and 20 factors = 30 points Between 21 and 25 factors = 40 points From 26 factors and up = 50 points

	<i>The Bidder must provide a brief description, demonstrating the above capacity.</i>		
R2	Number of bodies of research the instrument was developed based on, in addition to the mandatory number required by M5. <i>The Bidder must provide a brief description, demonstrating the above capacity.</i>	15	Less than 5 bodies of research = 0 points 5 to 20 bodies of research = 5 points 21 to 50 bodies of research = 10 points 51 to 100 bodies of research = 15 points
R3	The instrument is normed in both the United States and Canada. Note that this is separate from being broadly normed in North America, per M4. <i>The Bidder must provide a brief description containing facts to support the above capacity.</i>	15	Normed in United States only = 5 points Normed in Canada only = 10 points
R4	The Bidder should provide a list of organizations of similar size and scope (800 to 1,000 surveys delivered) for which they have delivered surveys in the past five (5) years. The list must include: Name of Organization, Number of Surveys, dates of Contract/Order.	15	0-2 organizations = 0 points 3-5 organizations = 5 points 6-8 organizations = 10 points 9 or more organizations = 15 points
Total out of 95			

3. FINANCIAL EVALUATION

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

Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

The calculation of the Financial Bid will be conducted based on the following formula:
(sum of tables 1 through 3) / number of points scored = price per point

Bidders must complete tables 1 through 3 below, with their **firm unit price, applicable tax and total with currency**. For purposes of the Financial Bid, Bidders may reproduce these tables in their entirety in order to complete.

Note: The maximum quantity to be purchased annually is 1,150 Stress Measurement Tools. The split between the quantity of English and French Tools is an estimate for evaluation purposes. The exact quantity of English and French Tools will be determined after Contract Award.

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pi035
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Item No.	Table 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1	Stress Measurement Tool – English	800	\$	\$
2	Stress Measurement Tool – Canadian French	350	\$	\$
TOTAL :				\$

Option Year One				
Item No.	Table 2 Optional Deliverables Description	Qty	Unit Price	Extended Price
1	Stress Measurement Tool – English	800	\$	\$
2	Stress Measurement Tool – Canadian French	350	\$	\$
TOTAL :				\$

Option Year Two				
Item No.	Table 3 Optional Deliverables Description	Qty	Unit Price	Extended Price
1	Stress Measurement Tool – English	800	\$	\$
2	Stress Measurement Tool – Canadian French	350	\$	\$
TOTAL :				\$

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	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
Corruption of Foreign Public Officials Act 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
Controlled Drugs and Substance Act 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
Other Acts 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

I, (name) _____, (position) _____, of (company name bidder) _____ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) _____, (position) _____, of (company name bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

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**ANNEX F
LIST OF NAMES FORM**

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

ANNEX G
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)