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Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

## Offre à commandes individuelle du département(OCID

## Comments - Commentaires

Training and Specialized Services Division/Division de la  
formation et des services spécialisés  
Terrasses de la Chaudière 5th Floor  
Terrasses de la Chaudière 5e étage  
10 Wellington Street,  
10, rue Wellington,  
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K1A 0S5

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1      General Information: provides a general description of the requirement;
- Part 2      Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3      Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Attachment 1 to Part 3, Pricing Schedule
  - Attachment 2 to Part 3, Certifications and Additional Information
- Part 4      Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Attachment 1 to Part 4, Mandatory Technical Evaluation Criteria
  - Attachment 2 to Part 4, Offer Submission Template
- Part 5      Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6      Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7      7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.
- The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist (SRCL), a Periodic Usage Report Template and an Impartiality of Fairness Monitors form.

### **1.2 Summary**

- 1.2.1      Public Works and Government Services Canada (PWGSC) requires the services of Fairness Monitors (FM) 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 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.

- 1.2.2 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), and the Canada –Chile, Columbia, Honduras, Panama and Peru FTAs.
- 1.2.3 The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offers (DISOs) for the requirement detailed in the RFSO, to the Identified User, 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 resulting standing offers.
- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.13 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

### 1.6 Refresh Solicitation

A Notice will be posted on [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) every eighteen months of the SO period to allow new suppliers to submit an offer. Suppliers may submit an offer for a Standing Offer by responding to the posted refresh terms and conditions in effect.

This process will also permit existing suppliers to modify their financial offer. It is not mandatory for existing suppliers to provide a response to a refresh.

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As part of the financial evaluation, a new median will be calculated at each refresh using the new rates (for new suppliers), revised rates (for existing suppliers who have submitted new prices) and initial rates (for existing suppliers who have not revised their prices) provided in financial offers. Existing suppliers who have not submitted a new financial offer will keep their SO regardless of the new median and mandatory financial criteria. Existing suppliers who have submitted a new financial offer will be evaluated according to the new median, and would have their current SO suspended if their financial offer is above the new median range. Suspended existing suppliers will have the opportunity to submit a revised financial offer at the subsequent refresh and have the suspension lifted if the proposed prices are within the median range.

Canada may issue an unlimited number of SOs and may continue to issue SOs to new Offerors throughout the SO period.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Offer Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Offer Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessaoumissions-abOfferreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abOfferreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required using **Attachment 2 to Part 3** before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

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## 2.4 Enquiries

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 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 Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- 3.1.1 If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications and Additional Information

- 3.1.2 If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provide its offer in separately bound sections as follows:

Section I: Technical Offer - 1 hard copy and 1 soft copy on USB  
Section II: Financial Offer - 1 hard copy and 1 soft copy on USB  
Section III: Certifications and Additional Information- 1 hard copy and 1 soft copy on USB

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

- 3.1.3 If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of the hard copy of their offer (if applicable):

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

## **Section I: Technical Offer**

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the Request for Standing Offer (RFSO) is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that offerors should consider when preparing their Technical Offer.

## **Section II: Financial Offer**

- A.** Offerors must submit their financial offer in Canadian funds and in accordance with the pricing schedule detailed in **Attachment 1 to Part 3**.
- B.** Offerors must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial offer, offerors should review clause 4.1.3 Financial Evaluation, of Part 4 of the RFSO; and article 7.5 Payment, of Part 7 of the RFSO.

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

- A.** Offerors must submit the certifications and additional information required under Part 5 using **Attachment 2 to Part 3**.

### **B. Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

- C.** The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, Offerors must have a PDF reader installed. If Offerors 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.

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Phased Offer Compliance Process**

##### **4.1.1.1 General**

- (a) Canada will conduct the Phased Offer Compliance Process (POCP) described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the POCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the RFSO closing date in circumstances where the RFSO expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The POCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the RFSO period or after the RFSO closing date in circumstances where the RFSO expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion.

The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Offer

- (a) After the closing date and time of this RFSO, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the RFSO. Canada's review in Phase I will be limited to identifying whether any information that is required under the RFSO to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all RFSO requirements
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the RFSO to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this RFSO.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this RFSO in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the Offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be

considered non-responsive and will receive no further consideration.

- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Offer**

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all RFSO requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this RFSO as being subject to the POCP. Mandatory technical criteria that are not identified in the RFSO as being subject to the POCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this RFSO.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this RFSO, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this RFSO in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory

minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.

- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the Offer RFSO including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the RFSO.

### **4.1.2 Technical Evaluation**

#### **4.1.2.1 Joint-Venture Experience**

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

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

- b) A joint venture Offeror may rely on the experience of one of its members to meet any given technical criterion of this RFSO.

Example: An Offeror is a joint venture consisting of members X, Y and Z. If a RFSO requires: (a) that the Offeror have 3 years of experience providing maintenance service, and (b) that the Offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Offeror cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this RFSO. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Offeror is requested to indicate which joint venture member satisfies the requirement. If the Offeror



has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Offeror to submit this information during the evaluation period. If the Offeror does not submit this information within the period set by the Contracting Authority, its Offer will be declared non-responsive.

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

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

that show in total 100 billable days.

- d) Any Offeror with questions regarding the way in which a joint venture Offer will be evaluated should raise such questions through the Enquiries process as early as possible during the RFSO period.

#### **4.1.2.2 Mandatory Technical Evaluation Criteria**

Refer to **Attachment 1 to Part 4**, Mandatory Technical Evaluation Criteria

The Phased Offer Compliance Process will apply to all mandatory technical evaluation criteria.

#### **4.1.3 Financial Evaluation**

- 4.1.3.1 For Offer evaluation and Contractor selection purposes only, the evaluated price of an Offer will be determined in accordance with the Pricing Schedule detailed in **Attachment 1 to Part 3**.

#### **4.1.3.2 Mandatory Financial Evaluation Criteria**

Bids must meet the mandatory financial criteria specified below. Bids which fail to meet the following mandatory financial criteria will be declared non-responsive.

- A. The firm all-inclusive hourly rate quoted by the Offeror for the Fairness Monitors must not be higher than 140% of the median Firm All-Inclusive Hourly Rates (the median range) quoted by all the Offerors.

#### **4.2 Basis of Selection**

- 4.2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The technically and financially responsive offers will be recommended for issuance of a standing offer.

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

- a) For the technically responsive offerors, the financial offers submitted in response to this RFSO will be assessed independently;
- b) The median price range will be determined as follows:

Step 1: Each offer will have a "Firm All-Inclusive Hourly Rate", determined in accordance with **Attachment 1 to Part 3, Pricing Schedule**.

Step 2: Based on Step 1, the median will be calculated using the median function in Microsoft Excel. A median is the middle Firm All-Inclusive Hourly Rate in a set of offers whereby half of the offers are greater and half are lower. When an even number of technically responsive offers have been determined, an average of the middle two Firm All-Inclusive Hourly Rates will be used to calculate the median.

Step 3: Based on Step 2, the median price range of 140% will be calculated using the median;

- i. Any offer with a Firm All-Inclusive Hourly Rate which exceeds 140% of the median will be declared non-responsive; and
  - ii. Any bid with a Firm All-Inclusive Hourly Rate that is less than or equal to the 140% median price range will be declared responsive.
- c) The responsive offers will be ranked in ascending order based on their Firm All-Inclusive Hourly Rate; and
- d) The responsive offer with the lowest Firm All-Inclusive Hourly Rate will be ranked 1<sup>st</sup>; the responsive offer with the next lowest Firm All-Inclusive Hourly Rate will be ranked 2<sup>nd</sup>, and so on.



## ATTACHMENT 1 TO PART 4 MANDATORY TECHNICAL CRITERIA

### 1.0 Mandatory Technical Criteria

- a) The Technical Offer must meet all the mandatory technical criteria specified in the table below. The Offeror must provide the necessary documentation to support compliance.
- b) The Offerors must use Attachment 2 to Part 4, Offer Submission Template to respond to MT2 and MT3.
- c) Any Offer which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- d) In the case of a joint venture, at least one member of the joint venture must meet the mandatory technical criteria. The Offeror must indicate which member of the joint venture it uses for each mandatory technical criterion.
- e) 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
MT1	<p>Using *Completed Projects, the Offeror must demonstrate they have billed a minimum cumulative value of \$300,000 (in Canadian dollars, Applicable Taxes excluded) and been in business for a minimum of three years within the last eight years prior to the offer publication date providing **Opinion Services as defined in the Statement of Work (SOW), to ***Outside Clients.</p> <p>In order to demonstrate this, the Offeror must provide the following for each project:</p> <ol style="list-style-type: none"><li>a) Name of Project</li><li>b) Time Period (month/year to month/year)</li><li>c) Dollar value billed</li><li>d) Opinion Services category</li><li>e) Type of industry or government sector</li><li>f) Level of effort (in days)</li><li>g) A detailed description of the Opinion Services provided in one of the following categories:<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></ol> <p>*A Completed Project is defined as a project where the outcome or actual results were achieved and all deliverables have been submitted to the Outside Client.</p> <p>**Opinion Service is defined as services in which a formal expression of an independent professional opinion is provided, to be relied upon by a third party.</p> <p>***Outside Client refers to a client that is external to the Offeror's organization. Parent companies, affiliates, and subsidiaries are considered internal.</p>

For criteria MT2 and MT3, the experience of each individual FM Resource will be assessed.  
The Offeror must use Attachment 2 to Part 4, Offer Submission Template to respond to MT2 and MT3.

MT2	<p>The Offeror must propose a minimum of 4 FM Resources and <u>up to a maximum of 10</u>.</p> <p>Through *Completed Projects, the Offeror must demonstrate that each proposed Fairness Monitor has completed a minimum of three projects, within the last eight years prior to the offer publication date, in providing **Opinion Services, to ***Outside Clients.</p> <p>The three submitted projects must demonstrate that each proposed Fairness Monitor 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 18 days from the proposed Fairness Monitor.</p> <p>For each proposed FM Resource, the Offeror must provide the following for each project using Attachment 2 to Part 4, Offer Submission Template:</p> <ol style="list-style-type: none"><li>Project Name</li><li>Outside Client Organization name</li><li>Outside Client contact name</li><li>Outside Client contact telephone number</li><li>Outside Client email address</li><li>Start and end dates (day/month/year to day/month/year);</li><li>Level of effort (in days) provided by the proposed Fairness Monitor;</li><li>Category(ies) of the Opinion Services from list in MT1;</li><li>An overview of the relevant project technical requirement that was being procured;</li><li>Actual role and involvement of the proposed Fairness Monitor in providing the Opinion Services;</li><li>Summary of the opinion provided; and</li><li>Description of the outcome or results achieved or delivered (e.g. Report or contract awarded).</li></ol> <p>*A Completed Project is defined as a project where the outcome or results were achieved and all deliverables have been submitted to the Outside Client.</p> <p>** Opinion Services is defined as services in which a formal expression of an independent professional opinion is provided, to be relied upon by a third party.</p> <p>***Outside Client refers to a client that is external to the Offeror's organization. Parent companies, affiliates, and subsidiaries are considered internal. The Client contacts must be reachable for verification/reference purposes.</p> <p>If more than three projects are submitted for each proposed Fairness Monitor, only the first three in order of presentation will be evaluated.</p>
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MT3	<p><u>For the FM Resources proposed above in MT2</u>, the Offeror must clearly demonstrate that each of the proposed FM Resources have a minimum of 75 days of <u>experience in government procurement</u> at the federal and/or provincial and/or municipal level <u>across any number of projects</u> within the last 10 years prior to the offer publication date.</p> <p>Experience in government procurement may include:</p> <ul style="list-style-type: none"><li>- The preparation, development and/or revision of procurement strategies and/or solicitation processes and/or solicitation documents;</li><li>- Conducting post procurement reviews; and/or</li><li>- Monitoring the fairness, openness and transparency of a procurement process.</li></ul> <p>For each of the proposed FM Resources, the Offeror must provide the following for each project:</p> <ol style="list-style-type: none"><li>a. Name of government organization</li><li>b. Reference name</li><li>c. Reference telephone number</li><li>d. Reference email address</li><li>e. Start and end dates (day/month/year to day/month/year);</li><li>f. Level of effort (in days) provided by the proposed Fairness Monitor;</li><li>g. An overview of the relevant project technical requirement that was being procured; and</li><li>h. Actual role and involvement of the proposed Fairness Monitor in the procurement activity.</li></ol>
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MT4	<p>The Offeror must propose at least one *Qualified FM Resource who holds a **Professional Designation.</p> <p>This FM Resource will be required to sign Reports on behalf of the Offeror in order to provide an attestation of assurance to Canada that the Report submitted meets or exceeds the requirements of the SO and any call-up made against it.</p> <p>The Professional Designation must be in good standing and in one or more of the following categories:</p> <ul style="list-style-type: none"><li>• Accounting</li><li>• Architecture</li><li>• Engineering</li><li>• Internal Auditing</li><li>• Law</li><li>• Procurement</li><li>• Real Property</li></ul> <p>*Qualified FM Resource is a proposed FM Resource who has met MT2 and MT3 above as a result of Canada's evaluation.</p> <p>**Professional Designation is defined as:</p> <p>A third-party attestation of an individual's level of knowledge or proficiency in a certain industry or profession and is earned by a person who has met the standards of their professional associations and licensing bodies. A professional code of conduct for the designation must exist to maintain standards for the individuals within that profession to adhere and to bring about accountability, responsibility and trust to the individual that the profession serves.</p> <p>The Offeror must provide proof of the Professional Designation for the proposed FM Resource(s).</p>
MT5	<p>The Offeror must have proposed a minimum of 4 *Qualified FM Resources, 1 with a Professional Designation as per MT4 above, up to a maximum of 10 Qualified FM Resources.</p> <p>*Qualified FM Resource is a proposed FM Resource who has met MT2 and MT3 above as a result of Canada's evaluation.</p> <p>Each Qualified FM Resource will be named on any resulting Standing Offer.</p>

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

Offerors must provide the required certifications and additional information to be issued a Standing Offer by using the **Attachment 2 to Part 3 - Certifications and Additional Information**.

Offerors must download the form directly on their computer from the WEB Browser. When the download is completed, Offerors must open the PDF file using the PDF Reader. If Offerors do not download the PDF file on their computer, an error may be displayed and the tool may not work. If you are having trouble downloading the PDF file on your computer, it is possible to view the tool using the WEB browser Internet Explorer. Any other WEB browser will most likely not allow you to view the document. Otherwise, it is highly recommended to download the file on your computer to keep a local copy.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, or will declare an Offeror in default if any certification made by the Offeror is found to be untrue, whether made knowingly or unknowingly, during the offer evaluation period or during the Standing Offer Period. The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the Offer non-responsive or constitute a default under the SO.

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

### **6.1 Security Requirements**

6.1.1 Prior to the issuance of a Standing Offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer; and
- (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section III Certifications and Additional Information.

6.1.2 For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Insurance Requirements – no specific requirement**

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

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

7.2.1 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 45 generic SRCL's can be found at the following link: <https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html> .

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.

7.2.2 These generic SRCLs may not meet the needs of 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.

7.2.3 The Offeror is reminded that it is mandatory to have the minimum security clearance as identified above.

7.2.4 In the case of a joint venture (JV), for any given Call-up the highest level of corporate security attainable through the Contract Security Program 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 the Contract Security Program.

### **7.2.5 Offeror's Sites or Premises Requiring Safeguarding**

- 7.2.5.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

- 7.2.5.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

### **7.3 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 Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3.2 Standing Offer Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D, Periodic Usage Report Template. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.



## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance until March 31, 2025.

### **7.4.2 Request for Offers**

a) In as much as possible, every eighteen (18) months, PWGSC may issue a Request for Standing Offers (RFSO) to allow new suppliers to become pre-qualified or to replace an existing Standing Offer if one is currently held.

b) Each Request for Standing Offer (RFSO) may contain a technical component, a financial component and a certification component.

c) Given that the Standing Offers issued are the result of an open tendering process under the trade agreements, Canada is not able to entertain requests by Offerors for the qualification of offers at times other than those provided in each RFSO.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Mark Hall  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Professional Services Procurement Directorate

Address:  
10, rue Wellington St.  
Gatineau, QC K2A 0S5

Telephone: 613-858-8626  
E-mail address: [mark.hall@tpsgc-pwgsc.gc.ca](mailto:mark.hall@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable.

### **7.5.2 Standing Offer Project Authority**

< To be identified at SO issuance >

The Standing Offer Project Authority is the representative of Public Services and Procurement Canada who is responsible for the technical oversight of the Standing Offers and all the Work to be carried out pursuant to all the call-up's issued under the Standing Offers.

### **7.5.3 Offeror's Representative**

< To be identified at SO issuance >

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

- The Fairness Monitoring and Business Dispute Management Directorate of the Departmental Oversight Branch, PWGSC

## 7.8 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 action individual Call-ups made by the Identified User or the Standing Offer Authority.
- 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, whereby each time an Offeror is unable to satisfy the requirement of a call-up request, the rotation **returns to the 1<sup>st</sup> ranked Offeror** for a chance to determine if they can meet the requirement, if not then the 2<sup>nd</sup> Offeror is contacted, then the 3<sup>rd</sup> and so-on until the call-up is awarded. To provide further clarity, the steps taken to award the first 3 call-ups is outlined below.
    - 1) For the 1<sup>st</sup> call-up, the Identified User will contact the 1<sup>st</sup> ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 1<sup>st</sup> ranked Offeror is able to meet the requirement, a call-up is made against its Standing Offer.

If the 1<sup>st</sup> ranked Offeror is unable to meet the requirement, the Identified User will contact the 2<sup>nd</sup> ranked Offeror to determine if the requirement can be satisfied by that Offeror.

The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up.
    - 2) For the 2<sup>nd</sup> call-up, the Identified User will contact the 2<sup>nd</sup> ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 2<sup>nd</sup> ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer.

If the 2<sup>nd</sup> ranked Offeror is unable to meet the requirement, the Identified User will contact the **1<sup>st</sup> ranked Offeror** to determine if the requirement can be satisfied by that Offeror. If the 1<sup>st</sup> ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer.

If the 1<sup>st</sup> ranked Offer is unable to meet the requirement, the Identified User will then contact the 3<sup>rd</sup> ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the 3<sup>rd</sup> 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 Identified User will contact the **4<sup>th</sup> ranked Offeror** to determine if the requirement can be satisfied by that Offeror.

The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up.

- 3) For the 3rd call-up, the Identified User 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 3<sup>rd</sup> ranked Offeror is unable to meet the requirement, the Identified User will contact the **1<sup>st</sup> ranked Offeror** to determine if the requirement can be satisfied by that Offeror. If the 1<sup>st</sup> ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer.

If the 1<sup>st</sup> ranked Offer is unable to meet the requirement, the Identified User will then contact the **2<sup>nd</sup> ranked Offeror** to determine if the requirement can be satisfied by that Offeror. If the 2<sup>nd</sup> ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer.

If the 2<sup>nd</sup> ranked Offeror is unable to meet the requirement, the Identified User will contact the **4<sup>th</sup> ranked Offeror** to determine if the requirement can be satisfied by that Offeror. If the 4<sup>th</sup> ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer.

If the 4<sup>th</sup> ranked Offeror is unable to meet the requirement, the Identified User will contact the **5<sup>th</sup> ranked Offeror** to determine if the requirement can be satisfied by that Offeror. If the 5<sup>th</sup> ranked Offeror is able to meet the requirement, the call-up is made against its Standing Offer.

The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of that call-up.

- ii) **Step 2 - Call-up Request:** Based on Step 1, the Identified User will provide the following information to the Offeror:

- 1) The internal project number;
- 2) Start and end date of the requirement;
- 3) The estimated level of effort required (days);
- 3) The language required to carry out the required Fairness Monitoring Services;
- 4) The level of security clearance required to carry out the required Fairness Monitoring Services;
- 5) The location where the required Fairness Monitoring Services will be delivered;
- 6) The impartiality requirement including the client department and type of industry to whom the FM services will be delivered. (Article 7.13, Impartiality of Fairness Monitor);
- 7) The Statement of Work; and
- 8) If access to Controlled Goods is required.

- iii) **Step 3 - Offeror's Response Requirements:** Based on Step 2, the Offeror must confirm by e-mail within two (2) working days of receiving the Call-up Request as to the availability of the Offeror to conduct the Work.

The Identified User will identify if the call-up request is urgent. For an urgent call-up request, the Offeror must confirm by e-mail within one (1) working day.

If the Offeror is available to conduct the Work as requested, the Offeror must propose which FM and all potential backup FM's it may use to perform the Work under any resulting call-up. One of the proposed Fairness Monitors must have a professional designation who will be required to sign reports on behalf of the Offeror. The Offeror must also include the Impartiality of the Fairness Monitor Form signed by each of the proposed resources, as well as, their security number granted or approved by the Canadian Industrial Security Directorate (CISD) and/or date of birth.

If the Offeror does not submit a response to the Call-up Request within the identified timeframe, the Offeror will be deemed non-responsive and the Identified User will send the Call-up Request to the next Offeror as per Step 1. This process will be repeated until a Call-up is issued or the Call-up Request is withdrawn.

- iv) **Step 4 - Assessment of Offeror's Proposed Resources:** Based on Step 3, the Offeror's proposed resource(s) will be assessed against the language and security requirements identified in the call-up request. If the proposed resource(s) do not meet the language or security requirements, the Offeror will be advised and will be given one opportunity within one working day to propose alternative resource(s).
- v) **Step 5 - Issuance of a Call-up:** The Identified User will issue the Call-up using the Call-up Instrument.

## 7.9 Call-up Instrument

The Work will be authorized by the Identified User using the duly completed forms or their equivalents as identified in paragraphs 7.9.2 and 7.9.3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

- 7.9.1 Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 7.9.2 The following form could be used which is available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942, Call-up Against a Standing Offer
- 7.9.3 An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act; and
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## **7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List; and
- i) the Offeror's offer dated \_\_\_\_\_.

## **7.11 Certifications and Additional Information**

### **7.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.11.2 Status and Availability of Resources**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its Offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## **7.12 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 Ontario, Canada.

## **7.13 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory. Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

#### **7.14 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified User 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 such as Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

#### **7.15 Impartiality of Fairness Monitor**

All Fairness Monitors must not be in a potential, apparent or real conflict of interest ("conflict") in relation to the work to be performed under any resulting call-up. See also Call-up Procedures and Annex E, Impartiality of Fairness Monitor Form for additional information.

#### **7.16 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 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 FM Project Authority.

#### **7.17 Specific Person(s)**

The Offeror 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:

Fairness Monitor: \_\_\_\_\_  
Fairness Monitor: \_\_\_\_\_  
Fairness Monitor: \_\_\_\_\_  
Fairness Monitor: \_\_\_\_\_  
Fairness Monitor: \_\_\_\_\_

## **B. 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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2035 (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

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

#### **7.5.2 Limitation of Expenditure**

Canada's total liability to the Contractor under any resulting Call-up will not exceed the Total Price specified in the Call-up.

#### **7.5.3 Method of Payment**

H1008C (2008-05-12), Monthly Payment

#### **7.5.4 SACC Manual Clauses - Payment**

C0705C (2010-01-11), Discretionary Audit

### 7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): *(To be determined at time of SO issuance based on the preference of the SO holder which was identified in Attachment 2 to Part 3 and submitted with their offer).*

- 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)

### 7.6 Invoicing Instructions

- 7.6.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions (SACC manual 2035). Invoices cannot be submitted until all work identified in the invoice is completed.

In addition, Invoices must be stated as actual hours worked x the Firm All-Inclusive Hourly Rate, and must be accompanied by a detailed timesheet of work performed for each resource.

An hour of work is defined as 60 minutes, exclusive of meal breaks. Payment will be made for time actually worked, with no provision for annual leave, statutory holidays and sick leave. If worked more or less than an hour, the Firm all-inclusive hourly rate must be prorated to reflect the actual time worked up to a maximum of 3 decimal places in accordance with the following formula:

$\text{actual minutes worked} \div 60 \text{ minutes} = \text{hours worked (up to 3 decimal places)}.$

- 7.6.2 Each timesheet must contain at a minimum:

- Project Name
- Contract/Call-up #
- Applicable Invoice number for reference
- Dates of work performed
- Fairness Monitor Name
- Detailed description of actual work performed
- Actual hours worked
- Total hours worked

- 7.6.3 Each invoice must contain at a minimum:

- Project Name
- Contract #
- Timeframe of invoice
- Resource Names
- Total time in hours
- Per hour rate
- Total before taxes
- Taxes, with rate specified
- Total after taxes
- Tax Registry Number



Solicitation No. - N° de l'invitation EP740-191512/C	Amd. No. - N° de la modif. File No. - N° du dossier 150ZH. EP740-191512	Buyer ID - Id de l'acheteur 150ZH CCC No./N° CCC - FMS No./N° VME
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7.6.4 In addition, each invoice must be supported by:

- a) a copy of any release document and any other documents as specified in the Contract; and
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

7.6.5 Invoicing for travel must be received within 30-days of the last day of travel.

7.6.6 Scanned (electronic) receipts must be included with all travel invoices. Original receipts must be retained by the FM Firm in accordance with SACC 2035 31 (2014-09-25), Accounts and Audit.

7.6.7 All invoicing for a fiscal year up to and including February 28 must be received by March 15.

7.6.8 The contractor must account for all dates from the previous invoicing. If no work is performed in a certain month, the contractor must include it on their timesheet and indicate "no billing".

7.6.9 Invoices must be distributed as follows:

- a) A copy of the invoice must be forwarded by email to the FM Project Authority named on each call-up, at the following email address: [se-fm@tpsgc-pwgsc.gc.ca](mailto:se-fm@tpsgc-pwgsc.gc.ca); and
- b) A copy must be forwarded by email to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

## 7.7 Insurance Requirements – No specific Requirement

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

## 7.8 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 Offer](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.9 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.

## 7.10 SACC Manual Clauses

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

## ANNEX "A" STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Objective:

- 1.1.1 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.
- 1.1.2 The integrity of the 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 will confidently defend rendered opinions on the fairness of monitored activities.

#### 1.2 Background:

- 1.2.1 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".
- 1.2.2 Since 2005, PWGSC has been using FM services 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.
- 1.2.3 The FM Program includes 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, acquisitions of real property, disposition of Crown assets, and grants and contributions.
- 1.2.4 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 (FM 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.

### 1.3 Terminology:

- 1.3.1 Client or Technical Authority: The Client or Technical Authority is the representative of the client branch or department, and is responsible for all matters concerning the technical content of the work of the monitored project.
- 1.3.2 Contracting Authority: The Contracting Authority is the individual responsible for the procurement of the monitored project.
- 1.3.3 Fair: decisions are made objectively, free from bias, favoritism or influence and conform to established rules.
- 1.3.4 Fairness deficiency: 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.
- 1.3.5 Fairness Monitor: 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.
- 1.3.6 FM Project Authority: the representative of the PWGSC FM Program for whom the work will be carried out pursuant to a call-up against the SO and is responsible for ensuring that the requirements of the fairness monitoring contract are satisfied.
- 1.3.7 Monitored activity: the activity being monitored by Fairness Monitors.
- 1.3.8 Open: an activity that is accessible to all potential participants, without unjustified restrictions as to who may participate.
- 1.3.9 Opinion: a fairness monitor's formal attestation expressing a professional judgment as to the fairness, openness and transparency of the monitored activity.
- 1.3.10 Qualified opinion: an opinion as to the fairness, openness and transparency of the monitored activity which specifies a substantiated, unresolved fairness deficiency.
- 1.3.11 Transparent: providing information to the public and interested parties in a timely manner that facilitates public scrutiny.
- 1.3.12 Unqualified opinion: an opinion that the monitored activity was carried out in a fair, open and transparent manner.

### 1.4 Definition of Fairness Monitoring

- 1.4.1 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.

1.4.2 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.

1.4.3 Fairness Monitoring 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.

## 1.5 Benchmark Criteria for Fairness Monitoring

1.5.1 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, favoritism or influence and conform to established rules.	<ul style="list-style-type: none"><li>• <i>Financial Administration Act</i></li><li>• TBS Contracting Policy</li><li>• Government Contract Regulations</li><li>• TB Policy on Management of Real Property</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>• TBS Contracting Policy</li><li>• Government Contract Regulations</li><li>• TB Policy on Management of Real Property</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>• TBS Contracting Policy</li><li>• Government Contracts Regulations</li><li>• TB Policy on Management of Real Property</li></ul>

## 1.6 Fairness Deficiencies

1.6.1 A Fairness deficiency is any departmental process, procedure, action, omission or decision observed by the Fairness Monitor that has impacted or is likely, to impact negatively on the fairness, openness or transparency of the monitored activity, if not adequately addressed.

1.6.2 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.

1.6.3 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.

## **2.0 Conduct**

### **2.1 Contractor Conduct**

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

- i) 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.

#### **2.1.2 Quality Requirements**

- i) 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.

### **2.2 Fairness Monitor Conduct**

#### **2.2.1 Due Diligence**

- i) Due diligence requires the Fairness Monitors to do their work conscientiously and with rigour. Fairness Monitors must exercise sound judgment, 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.

#### **2.2.2 Objectivity and Independence**

- i) 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 make assumptions regarding findings. The findings and reports can only be shaped by information obtained and assembled in accordance with this statement of work.
- ii) Independence requires that the Fairness Monitors 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. The Fairness Monitors must not have any actual or perceived conflict of interest; specifically, they have not provided any advice or guidance on the activity being monitored.
- iii) Good relations between Fairness Monitors and project officials who are 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.
- iv) 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.

### 2.2.3 Record Keeping

- i) The Fairness Monitor must maintain files that contain information pertinent to the FM engagement. Easy access to information specified in their reports will assist the Fairness Monitors in defending a challenge of the monitored activity.
- ii) 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).
- iii) The Fairness Monitor is responsible to ensure that any replacement personnel are provided with all records pertaining to the monitored activity and that the transition is facilitated at no cost to Canada.

## 3.0 Roles and Responsibilities

### 3.1 Fairness Monitor

#### 3.1.1 The Fairness Monitor will:

- i) observe activities undertaken during the engagement and provide an unbiased and impartial opinion on the fairness, openness, and transparency of that activity;
- ii) maintain an open dialogue with the Contracting Authority;
- iii) seek input from the Contracting Authority when planning the engagement to obtain timelines and milestones of the monitored activity;
- iv) seek clarification from the FM Directorate, Departmental Oversight Branch (DOB) if unsure whether an activity is within the scope of the fairness monitoring engagement;
- v) directly inform the Contracting Authority of any concerns with the activities monitored, obtain mutual understanding of the situation, and seek a resolution to the matter in real-time;
- vi) bring any unresolved potential fairness issue(s) to the attention of the FM Directorate, Departmental Oversight Branch, FM Project Authority promptly, and in all cases while there is still opportunity to address the potential deficiency;
- vii) provide an attestation of assurance on the fairness, openness, and transparency of the monitored activities in written reports to the FM Project Authority; and
- viii) ensure the quality and accuracy of all deliverables and consistency between English and French versions.

#### 3.1.2 The Fairness Monitor will not:

- i) provide subject matter expertise;
- ii) act as a consultant to the department to provide advice or guidance during the process;

- iii) assume any of the roles and/or responsibilities of departmental officials; or
- iv) 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.

### **3.2 Contracting Authority**

#### **3.2.1 The Contracting Authority will:**

- i) ensure that the Fairness Monitor has sufficient information on which to base an opinion, and will provide all appropriate information, documents, and facts related to each stage of the process as early as possible;
- ii) 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 deficiencies; and
- iii) ensure that their actions do not compromise or appear to compromise the independence and integrity of a Fairness Monitor.

### **3.3 Client or Technical Authority**

#### **3.3.1 The Client or Technical Authority will:**

- i) cooperate with the Contracting Authority, in a timely manner, to provide the Fairness Monitor with information, documents and facts related to the process, as and when required.

### **3.4 FM Project Authority**

#### **3.4.1 The FM Project Authority will:**

- i) manage the services of the fairness monitors, and ensure the requirements of the fairness monitoring contract are satisfied, including receiving and verifying deliverables; and
- ii) assist in obtaining clarifications sought by the fairness monitors as required; and address any unresolved potential fairness deficiencies as per the Policy on Fairness Monitoring. This includes advising the Assistant Deputy Minister (ADM), DOB and other senior officials as appropriate.

### **3.5 Contractor's Representative**

- 3.5.1 The Contractor's Representative is the representative of the FM Contractor who will act as a single point of contact to resolve any contractual disputes that may arise. The Contractor's Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters. The Contractor's Representative will be accountable for the sufficiency, appropriateness, adequacy and quality of all products and services delivered to Canada under the SO including all matters pertaining to the performance of its resources.

## **4.0 Requirements**

### **4.1 Scope of Work**

- 4.1.1 Public Works and Government Services Canada (PWGSC) requires the services of a FM Contractor to monitor an activity (details of which will be specified at time of call-up), 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.
- 4.1.2 The Contractor must provide one Fairness Monitor at time of call-up. The Contractor must also provide the names of all resources that may act as a back-up Fairness Monitor at any time during the engagement. There may be a requirement for more than one Fairness Monitor to be available at one time. One of the Fairness Monitors provided must have a valid professional designation to provide their attestation on reports.
- 4.1.3 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.
- 4.1.4 Detailed information on the activity to be monitored and work required by the Fairness Monitor will be included with each call-up.

### **4.2 Tasks**

#### **4.2.1 The Fairness Monitor must:**

- i) 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;
- ii) Become familiar with project documentation including, but not limited to, the Request for Information, Request for Proposals and the evaluation criteria;
- iii) Observe all or part of the activities and processes undertaken during the monitored activity;
- iv) Assess the fairness, openness and transparency of key activity documentation, such as, but not limited to Request for Information, Request for Proposal, Invitation to Tender, etc., for each stage of the process;
- v) Attend in person, as applicable but not limited to, meetings or events during the monitored activity such as: information sessions, evaluation meetings, consensus meetings, financial proposal reviews, site visits, bidder conferences, disclosure of information, debriefing sessions with bidders, etc.;
- vi) Monitor communications with industry, such as, but not limited to, questions and answers, requests for clarification, e-mail exchanges, compliance assessment reports, debriefings, etc., during the process of the monitored activity;



- vii) Identify, assess and provide ongoing feedback to the Contracting Authority on the impacts of any issues with respect to the fairness, openness and transparency of the activities and processes undertaken during the monitored activity;
- viii) Verbally report any unresolved fairness issues of the monitored activity to the FM Project Authority and follow-up by e-mail within 24 hours;
- ix) Provide an overall opinion on the fairness, openness and transparency of the activities and processes observed;
- x) Substantiate any identified outstanding fairness deficiencies;
- xi) Not offer subject matter expertise, advice or guidance, assume any of the roles and/or responsibilities of departmental officials, or provide legal advice;
- xii) Provide written reports as required to the FM Project Authority;
- xiii) Attend, if requested by the FM Project Authority, a project close-out meeting;
- xiv) 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 Fairness Monitor has rendered an opinion; and
- xv) If required, provide expert testimony supporting the Fairness Monitor's opinion at CITT and/or Federal Court.

#### 4.3 Deliverables – Reports

4.3.1 The purpose of reports is to provide assurance that the department carried out its activity up to a specific stage, fairly, openly and transparently. All reports are seen by the client department of the monitored activity. The Final Report and the Addendum to the Final Report will become a public document subject to limits of disclosure under the [Privacy Act](#) and will be posted to the PWGSC website.

4.3.2 The deliverables under each call-up will consist of:

- i) Workplan(s): (Template attached as 'Appendix 1') to be delivered to the Fairness Monitoring 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 after the kick-off meeting.

The workplan will be based on the current state of information and hence will be revised as and when requested by the Fairness Monitoring Project Authority. The Fairness Monitoring Project Authority will review and approve in writing the proposed workplan(s);

- ii) Interim Report(s): (Template attached as 'Appendix 2') a concise overview of a fairness monitoring engagement for the activity monitored up to a certain stage in the procurement. This must include key dates of the procurement phases as well as dates and description of the monitoring activities. All Interim 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.
- iii) An Interim Report is to be delivered to Fairness Monitoring Project Authority no later than 2 weeks following the end of the interim activity phase. These phases may include Industry Engagement, Request for Information, Request for Qualification, Request for Proposal, etc. The number of Interim Reports will vary depending on the monitored activity.

- iv) Final Report: (Template attached as 'Appendix 2') a concise overview of the complete fairness monitoring engagement up to the end of the evaluation period for the monitored activity. This must include key dates of the procurement phases as well as dates and description of the monitoring activities. The Final Report must include either an Unqualified Opinion statement or a Qualified Opinion statement as to the fairness, openness and transparency of the monitored activity in its entirety. Any unresolved fairness deficiencies must be fully explained and fully substantiated. The Final Report is to be submitted to the Fairness Monitoring Project Authority no later than two weeks following the conclusion of the evaluation phase of the monitored activity.
- v) In the event that a fairness deficiency is identified in a Final Report, the department reserves the right to provide a formal management response, prepared by project officials responsible for the monitored activity. Management responses will be published with the Final Report.
- vi) Addendum to the Final Report: (Template attached as 'Appendix 3') is a concise overview of the fairness monitoring engagement during the contract award and debriefing activity. This must include key dates of the procurement phases as well as dates and description of the monitoring activities. The Addendum to the Final Report will include an attestation of assurance as to the fairness, openness and transparency of the contract award and debriefing activity. The Addendum to the Final Report is to be submitted to the Fairness Monitoring 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 Fairness Monitoring Project Authority no later than one week following conclusion of that phase. This Addendum should not be more than one page long.
- vii) Summary Report: (Template attached as 'Appendix 4') contains a summary of observations and issues resolved in real time that lent to or hindered the fairness, openness and transparency of the project. Include any best practices, opportunities missed, risks needlessly incurred, key issues that were resolved in real time etc.. Specific examples with analysis should be included. A Summary Report is to be delivered to the Fairness Monitoring Project Authority no later than 1 week following the submission of the Addendum to the Final Report. The Fairness Monitoring Project Authority may ask for an interim Summary Report in cases where the procurement process is delayed, there are multiple procurement processes, or it has been determined that such a report is warranted.

All deliverables mentioned above must be printed on the FM Contractor's letterhead.

All deliverables mentioned above must be provided to the generic email address ([se-fm@tpsgc-pwgsc.gc.ca](mailto:se-fm@tpsgc-pwgsc.gc.ca)) in English or French as per the language requirements identified in each call-up, with the exception of the Final Report and Addendum, which must be provided in both official languages. Translation of the Final Report and Addendum to the Final Report are to be provided to the Fairness Monitoring Program at no additional cost to Canada.

All deliverables must be provided in electronic format using Microsoft Word and as a Portable Document Format (PDF) file signed by all Fairness Monitors, as applicable, who have worked on the engagement including the pre-approved Fairness Monitor who holds a professional designation and the Contractor's Representative.

All deliverables are to be submitted on time. If any of the deliverables stated above cannot be submitted to the Fairness Monitoring Project Authority as per the indicated time frame, a written justification must be provided within the week prior to deadline. The Fairness Monitoring Project Authority reserves the right to accept or refuse the reason(s) for the delay. The Fairness Monitoring Project Authority will review the justification provided and will confirm its decision in writing to the Fairness Monitor.

#### 4.4 Reporting Standards

4.4.1 All reports are seen by the client department of the monitored activity. Final Reports and Addendums to the Final Report as well as some Interim Reports are seen by the media and public. In preparing the report, the Fairness Monitor must keep in mind:

- i) the intended users in their scrutiny of departmental activities — that is, the department, industry, Parliament and Canadians; and
- ii) the purpose of the Fairness Monitoring 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.

4.4.2 The purpose of the reports is to provide assurance that the department carried out its activity fairly, openly and transparently. The requirement for clear communications means that messages must:

- i) be clear and precise and written in plain language to ensure that the reader will understand what the report is trying to convey;
- ii) be convincing and their importance highlighted for the reader;
- iii) be fair and presented in an unbiased tone; and
- iv) deal with matters of significance.

4.4.3 To ensure quality and consistency of reports, all reports must:

- i) follow the templates provided in Appendices 1-4 including layout, titles, capitalization, signatures, hypertext links and consistency;
  - a) The name of monitored activity is per the solicitation documentation and should remain consistent throughout all reports.
  - b) Title pages should convey accurately, clearly and concisely the subject of the report. Omit any verbs or articles. Do not use acronyms or excess capital letters.
  - c) In the table of contents, do not use acronyms in headings and sub-headings. Only the first word is capitalized in headings and sub-headings.
  - d) The attestation should not contain any acronyms.
  - e) 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 on each report as well as the signature from all the Fairness Monitors who provided services

on the engagement. Include one signature box per individual. The Fairness Monitor on the call-up that holds a professional designation must sign all reports.

- ii) be free of errors;
  - iii) use the same official titles and terminology as used in the monitored procurement process solicitation documentation and the Standard Instructions, the General Conditions, the Supplemental General Conditions and clauses in reference contained in the Standard Acquisition Clauses and Conditions (SACC) Manual;
  - iv) be consistent in the English and French version of the documents including the consistent use of third party text; and
  - v) meet clause 10 “Non-web documents” of [EN 301 549 \(2018\)](#) functional accessibility requirements. The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the *Accessible Canada Act* (ACA), its associated regulations and standards, and Treasury Board *Contracting Policy*.
- 4.4.4 PWGSC's Translation Bureau offers examples on writing in plain language in [The Canadian Style](#) and [Le guide du rédacteur](#).
- 4.4.5 When a report is first submitted, a review will be performed by the Fairness Monitoring Program. At any time, the Fairness Monitoring Program 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).

## 4.5 Vendor Performance

- 4.5.1 Canada may verify compliance with the conditions of the SO, including the quality, accuracy and timeliness of deliverables and invoicing, at any time during the SO.
- 4.5.2 In order for the Contractor to maintain their SO, they must:
- i) maintain the minimum requirements to be issued an SO for the duration of the SO (e.g. have a minimum of four qualified Fairness Monitors, one of which holds an accepted professional designation);
  - ii) have not had any contract terminated by Canada for default resulting from the SO; and/or
  - iii) have not distributed or published any information that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in this SO.

## 4.6 Constraints

### 4.6.1 Language

- i) Under this SO, the Fairness Monitors identified by the Contractor will provide services in English and/or French.
- ii) Language requirements will be specified at time of call-up.

#### 4.6.2 **Security**

- i) Under this SO, the Fairness Monitors identified by the Contractor may require a valid personnel security clearance at various levels. All security requirements will be associated with one of the Common Professional Services Security Requirements Check Lists (SRCL).
- ii) Security requirements will be specified at time of call-up.

#### 4.6.3 **Travel**

- i) Work will be conducted primarily in the National Capital Region (NCR). The Fairness Monitor may be required to travel outside the NCR. All travel must be in accordance with the National Joint Council Travel Directive and must be pre-approved by the Fairness Monitoring Program. The Fairness Monitor(s) is responsible for making their own travel arrangements and providing their travel information to the Fairness Monitoring Project Authority.
- ii) Travel requirements will be specified at time of call-up.

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## APPENDIX 1 - TEMPLATE FOR FAIRNESS MONITOR WORKPLAN

*Name of monitored activity as per the solicitation documents*

*Solicitation number of monitored activity, if known*

Fairness Monitor Workplan

*Date of submission:*

Fairness Monitoring Contract #:

End Date of Fairness Monitoring Contract:

Fairness Monitoring Firm:

Fairness Monitoring Contractor Representative:

Fairness Monitor:

Back up Fairness Monitors:

Fairness Monitoring Project Authority:

Contracting Authority:

Technical Authority:

Phase	Activity (include deliverables)	Date start	Date end	Estimated LOE (in hours)

## APPENDIX 2 - TEMPLATE FOR FAIRNESS MONITOR INTERIM AND FINAL REPORTS

Title page

*Name of monitored activity as per the solicitation documents*  
Fairness Monitor *Name of phase* Report  
*Date of submission*

Submitted to: Director, Fairness Monitoring  
Submitted by: *[Name of FM Contractor]*

Table of contents

Attestation of assurance

*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 phase*:

It is our professional opinion that the *name of phase/process* we observed was carried out in a fair, open and transparent manner.

OR

*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:

*Concise statement of deficiency*

It is our professional opinion that, notwithstanding these minor deficiencies, the *name of phase/process* we observed was carried out in a fair, open and transparent manner.

OR

*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:

*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 not carried out in a *fair and/or open and/or transparent* manner.

*Fairness Monitoring Contractor's Representative*  
*Title, Fairness Monitoring Company*  
*Professional Designation, if applicable*

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Fairness Monitoring Contractor's Representative

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Fairness Monitor

Professional Designation, if applicable

Fairness Monitor

Fairness Monitor

Professional Designation, if applicable

Fairness Monitor

Project requirement

*Name of FM Contractor* was engaged on *start date of fairness monitoring contract* as a Fairness Monitor to observe the *process* for *name of monitored activity*, issued by Public Works and Government Services Canada (PWGSC) on behalf of *name of client organization* under *solicitation # or other relevant document #*. *Name of FM Contractor* is an independent third party with respect to this activity.

This report covers the activities of the Fairness Monitor, during the *phases observed / entire procurement process* from *start date* to *end date*.

*Brief overview of the specific activity being monitored. Include the different procurement phases, timelines and any other pertinent information*

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

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

Fairness monitoring engagement and observations

In accordance with the terms of our engagement, we familiarized ourselves with the relevant documents, observed *appropriate phases/states observed, for example, pre-bid solicitation activities, bid solicitation activities etc.*, identifying fairness-related matters to the *appropriate parties, e.g. Contracting and Technical Authorities* and ensuring that responses and actions were reasonable and appropriate.

*Dates and description of the Fairness Monitor's activities over the course of the engagement and related observations*

Reference documents

Documents related to solicitation number *solicitation # with imbedded 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.



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### APPENDIX 3 - TEMPLATE FOR ADDENDUM TO THE FINAL REPORT

Addendum to the Final Report dated **submission date of Final Report** for **name of monitored activity**

#### SUBMISSION DATE

This addendum covers the period following the conclusion of the evaluation phase including contract **award and debriefings OR cancellation post evaluation**.

**Activities related to contract award and debriefings, including dates. State explicitly if there was no contract award or no debriefings.**

Attestation of assurance

*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 phase**:

It is our professional opinion that the **name of phase/process** we observed was carried out in a fair, open and transparent manner.

OR

*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:

**Concise statement of deficiency**

It is our professional opinion that, notwithstanding these minor deficiencies, the **name of phase/process** we observed was carried out in a fair, open and transparent manner.

OR

*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:

**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 not carried out in a **fair and/or open and/or transparent** manner.

**Fairness Monitoring Contractor's Representative**

**Title, Fairness Monitoring Company**

**Professional Designation, if applicable**

**Fairness Monitoring Contractor's Representative**

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**Fairness Monitor**

**Professional Designation, if applicable**

**Fairness Monitor**

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**Fairness Monitor**

**Professional Designation, if applicable**

**Fairness Monitor**

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## APPENDIX 4 – TEMPLATE FOR FAIRNESS MONITOR SUMMARY REPORT

Title page

*Name of monitored activity as per the solicitation documents*  
Fairness Monitor *Name of phase* Report  
*Date of submission*

Submitted to: Director, Fairness Monitoring  
Submitted by: *Name of FM Contractor*

Introduction

*Name of FM Contractor* was engaged on *start date of fairness monitoring contract* as a Fairness Monitor to observe the *process* for *name of monitored activity*, issued by Public Works and Government Services Canada (PWGSC) on behalf of *name of client organization* under *solicitation # or other relevant document #*. *Name of FM Contractor* is an independent third party with respect to this activity.

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:**

## ANNEX "B" BASIS OF PAYMENT

1. The Contractor will be paid a Firm All-Inclusive Hourly Rate as follows, for Work performed pursuant to a Contract, customs duty included, Applicable Taxes extra. This applies to the duration of the contract including any extensions to the contract.

Resource Category	Firm All-Inclusive Hourly Rate
Fairness Monitor	\$

2. The 'Firm All-Inclusive Hourly Rate' includes all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under any resulting Contract.

### 3. Travel and Living Expenses

a) Canada will not accept any travel and living expenses for:

- i. 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/>;
- ii. 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
- iii. 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.

b) For Work to be performed outside the NCR and outside the 100km radius stated above:

- i. 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 and private vehicle 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
- ii. 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 an hour must be prorated to reflect actual time used for travel.

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 Fairness Monitor Program. All payments are subject to government audit.

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## **ANNEX "C" SECURITY REQUIREMENTS CHECK LIST**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

FM RFSO

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction D.O.B.	
3. a) Subcontract Number / Numéro du contrat de sous-traitance			3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Request for Standing Offer (RFSO) for Fairness monitoring services.				
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis				
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)			<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès				
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>		Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion				
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information				
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>		PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>		PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>		PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>		SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>				TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes

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

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

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

- |                                                                             |                                                                 |                                                     |                                                                  |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-- SIGINT<br>TRÈS SECRET -- SIGINT       | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |                                                                 |                                                     |                                                                  |

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Wilcox, Corey	Senior Analyst		
Telephone No. - N° de téléphone 613-371-6215	Facsimile No. - N° de télécopieur 613-123-1234	E-mail address - Adresse courriel corey.wilcox@tpsgc-pwgsc.gc.ca	Date 2019/10/08

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
<i>Pierre-Luc Fleury pour</i> Fleury, Jean-Michel	SO		
Telephone No. - N° de téléphone 819-639-9758	Facsimile No. - N° de télécopieur -	E-mail address - Adresse courriel jean-michel.fleury@tpsgc-pwgsc.gc.ca	Date 2019-10-09

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No / Non ☐ Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Stephanie Tompkins Contract Security Officer <a href="mailto:Stephanie.tompkins@tpgsc-pwgsc.gc.ca">Stephanie.tompkins@tpgsc-pwgsc.gc.ca</a>	Title - Titre	Signature	
	de télécopieur	E-mail address - Adresse courriel	Date



Solicitation No. - N° de l'invitation  
EP740-191512/C  
Client Ref. No. - N° de réf. du client  
EP740-191512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
150ZH.EP740-191512/B

Buyer ID - Id de l'acheteur  
150ZH  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D" PERIODIC USAGE REPORT TEMPLATE**

(To be provided with SO)

## ANNEX “E” Impartiality of Fairness Monitors

Project Name:

PWGSC engages the services of fairness monitors for certain projects as a formal oversight mechanism for obtaining independent validation on the fairness of departmental activities. To ensure an impartial assessment of the fairness, openness and transparency of the process being monitored, the fairness monitors selected must be completely independent of the government, the process, potential bidders, and all other parties that may be involved in the process.

As a result, the fairness monitoring (FM) Contractor must not:

- (a) be in the business of providing goods or services in the *(type of industry)* industry given that the procurement process to be monitored for fairness concerns this industry, service and/or good;
- (b) be connected by reason of an established relation to any potential bidder for the procurement process to be monitored, or be a supplier in the business of providing goods or services in the *(type of industry)* industry, given that the procurement process to be monitored for fairness concerns this industry, service and/or good;
- (c) have provided any advice to PWGSC or the client *(client name)* regarding the procurement to be monitored for fairness;
- (d) have provided any advice, goods or services to any potential bidder for the procurement to be monitored for fairness during the *(number of)* months prior to the issuance of a bid solicitation; and
- (e) be in a potential, apparent or real conflict of interest (“conflict”) in relation to the work to be performed. The FM Contractor warrants that, to the best of their knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the FM Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to their performance under the Contract, the FM Contractor must immediately disclose such matter to the Project Authority and the Contracting Authority in writing. If the Contracting Authority is of the opinion that a conflict exists as a result of the FM Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, after discussion with the FM Contractor Canada may, at its entire and sole discretion, require the FM Contractor to take steps to resolve or otherwise deal with the conflict and/or terminate the Contract for default. Canada will disclose to the FM Contractor the nature of any information brought forward to allow the FM Contractor an opportunity to comment on it.

“Conflict” means any matter, circumstance, interest, or activity affecting the FM Contractor, their personnel or subcontractors, which may impair or may appear to impair the ability of the FM Contractor to assume the fairness monitoring function and/or perform the work diligently and independently. Generally this will include any matter, circumstance, interest, or activity which provides or appears to provide the FM Contractor with an opportunity to further their private interests or those of their relatives or friends or to improperly further another person's private interests.

Signatures of acceptance of proposed resources:

Fairness Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

Back up Fairness Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

Back up Fairness Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

Back up Fairness Monitor: \_\_\_\_\_ Date: \_\_\_\_\_