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Core 0B2 / Noyau 0B2**

Gatineau

Québec

**K1A 0S5**

**Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

### National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Special Projects/Projets Spéciaux  
Terrasses de la Chaudière 4th Floor  
10 Wellington Street  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> NMSO - INSURANCE SERVICES	
<b>Solicitation No. - N° de l'invitation</b> EN578-162394/B	<b>Date</b> 2020-07-22
<b>Client Reference No. - N° de référence du client</b> 20162394	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$ZL-103-38329
<b>File No. - N° de dossier</b> 103z1.EN578-162394	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-08-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paré, Lindsay	<b>Buyer Id - Id de l'acheteur</b> 103zl
<b>Telephone No. - N° de téléphone</b> (613)314-8028 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**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;   |
| 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;   |
| 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Attachments include the Pricing Schedule, Certifications and Additional information and the Technical Evaluation.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List, the Insurance Requirements, the Standing offer reporting requirements.

### **1.2 Summary**

Public Services and Procurement Canada (PSPC) is seeking to establish multiple National Master Standing Offer (NMSO) to provide Federal Government Departments, Agencies, and Corporations across Canada with the following services:

- a) Stream 1 – Specialized Insurance Consulting Services;
- b) Stream 2 – Insurance Brokerage Services;
- c) Stream 3 – Insurance Claims Adjuster Services; and
- d) Stream 4 – Risk Management Process Services.

The period of the Standing Offer will be from issuance date to October 1, 2024. The Standing Offer will have the irrevocable option to extend by 4 additional one year periods.

### **1.2.1 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.2.2 Canadian Content Policy**

The requirement is limited to Canadian services.

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

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

### **1.2.4 Federal Contractors Program (FCP)**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”

### **1.2.5 Epost Connect**

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 7.15 Transition to an e-Procurement Solution (EPS).

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

## **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](#) (2020-05-28) 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) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: PSPC highly encourages sending bids via epost.

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

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.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 bidder 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 in Attachment 2 to Part 5 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 - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 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 Ontario.

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 provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications and Additional Information (1 hard copy)

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

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 hard copy of their offer:

- (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.



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**Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of applicable taxes must be shown separately.

**Section III: Certifications and Additional Information**

Offerors must submit the certifications and additional information required under Part 5.

## Attachment 1 to Part 3

### Pricing Schedule

#### 1. Pricing Schedule

The Offeror must complete this pricing schedule and include it in its financial bid.

#### 2. Volumetric Data

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the RFSO will be consistent with this data.

#### 3. Pricing Schedule Tables

##### 3.1 Stream 1 – Specialized Insurance Consulting Services

##### 3.1.1 Consultant

Table 1 – Consultant			
Column A	Column B	Column C	Column D
Period	Estimated Number of Hours	All Inclusive Fixed Hourly Rate	Total = (Column B x Column C)
October 1, 2020 to September 30, 2024	1280		
October 1, 2024 to September 30, 2025	320		
October 1, 2025 to September 30, 2026	320		
October 1, 2026 to September 30, 2027	320		
October 1, 2027 to September 30, 2028	320		
Total Evaluated Price (sum of Column D)=			

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### 3.2 Stream 2 – Insurance Brokerage Services

#### 3.2.1 Consultant

Table 2 – Consultant			
Column A	Column B	Column C	Column D
Period	Estimated Number of Hours	All Inclusive Fixed Hourly Rate	Total = (Column B x Column C)
October 1, 2020 to September 30, 2024	900		
October 1, 2024 to September 30, 2025	225		
October 1, 2025 to September 30, 2026	225		
October 1, 2026 to September 30, 2027	225		
October 1, 2027 to September 30, 2028	225		
Total Evaluated Price (sum of Column D)=			

### 3.3 Stream 3 – Insurance Claims Adjuster Services

#### 3.3.1 Consultant

Table 3 – Consultant			
Column A	Column B	Column C	Column D
Period	Estimated Number of Hours	All Inclusive Fixed Hourly Rate	Total = (Column B x Column C)
October 1, 2020 to September 30, 2024	120		
October 1, 2024 to September 30, 2025	30		
October 1, 2025 to September 30, 2026	30		
October 1, 2026 to September 30, 2027	30		
October 1, 2027 to September 30, 2028	30		
Total Evaluated Price (sum of Column D)=			

#### 3.3.2 Claims Administrator

Table 4 – Claims Administrator			
Column A	Column B	Column C	Column D
Period	Estimated Number of Hours	All Inclusive Fixed Hourly Rate	Total = (Column B x Column C)
October 1, 2020 to September 30, 2024	240		
October 1, 2024 to September 30, 2025	80		
October 1, 2025 to September 30, 2026	80		
October 1, 2026 to	80		

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September 30, 2027			
October 1, 2027 to September 30, 2028	80		
Total Evaluated Price (sum of Column D)=			

### 3.3.3 Claims Adjuster

Table 5 – Claims Adjuster			
Column A	Column B	Column C	Column D
Period	Estimated Number of Hours	All Inclusive Fixed Hourly Rate	Total = (Column B x Column C)
October 1, 2020 to September 30, 2024	1060		
October 1, 2024 to September 30, 2025	265		
October 1, 2025 to September 30, 2026	265		
October 1, 2026 to September 30, 2027	265		
October 1, 2027 to September 30, 2028	265		
Total Evaluated Price (sum of Column D)=			

### 3.3.4 Total Evaluated Price

Table 6	
Total Evaluated Price (sum of Table 3 to Table 5 inclusive)	\$

### 3.4 Stream 4 – Risk Management Process Services

#### 3.4.1 Consultant

Table 6 – Consultant			
Column A	Column B	Column C	Column D
Period	Estimated Number of Hours	All Inclusive Fixed Hourly Rate	Total = (Column B x Column C)
October 1, 2020 to September 30, 2024	800		
October 1, 2024 to September 30, 2025	200		
October 1, 2025 to September 30, 2026	200		
October 1, 2026 to September 30, 2027	200		
October 1, 2027 to September 30, 2028	200		
Total Evaluated Price (sum of Column D)=			

#### 3.4.2 Business Analyst

Table 7 – Account Assistant/Business Analyst			
Column A	Column B	Column C	Column D
Period	Estimated Number of Hours	All Inclusive Fixed Hourly Rate	Total = (Column B x Column C)
October 1, 2020 to September 30, 2024	2400		
October 1, 2024 to September 30, 2025	800		
October 1, 2025 to September 30, 2026	800		
October 1, 2026 to	800		

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September 30, 2027			
October 1, 2027 to September 30, 2028	800		
Total Evaluated Price (sum of Column D)=			

### 3.4.3 Total Evaluated Price

Table 6	
Total Evaluated Price (sum of Table 6 and Table 7 inclusive)	\$

## 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 Offer (RFSO) including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1. Mandatory Technical Criteria

Refer to attachment 1 to part 4

#### 4.1.2 Financial Evaluation

For evaluation and 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.

For each service, the median price range will be determined as follows:

**Step 1** Each offer will be evaluated using the proposed all-inclusive fixed hourly rate(s) in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

**Step 2** The median will be calculated using the median function in Microsoft Excel. A median is the middle offer in a set of offers whereby half of the offers are greater and half are lower. When an even number of technically responsive offer have been determined, an average of the middle 2 rates will be used to calculate the median.

**Step 3** The 20% median price range will be calculated using the median.

**Step 4** Any offer proposing an evaluated price that is in between or equal to the 20% median price range will be declared responsive. Canada will issue multiple Standing Offer(s) per Stream to responsive offers within the median.

Example:

Name of Bidder	Service X				
A	\$ 900.00	900	\$900		
B	\$ 625.00	850			
C	\$ 675.00	800			810 (+20%)
D	\$ 700.00	750	\$750		
E	\$ 750.00	700	\$700		
F	\$ 500.00	650	\$675		Median
G	\$ 550.00	600	\$625		
Median	\$ 675.00	550	\$550		
Range of rates		500	\$500		540 (-20%)
Median (-20%)	\$ 540.00				
Median (+20%)	\$ 810.00				



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## **4.2 Basis of Selection**

To be declared responsive, an offer must:

- a) comply with all the requirements of the RFSO;
- b) meet all mandatory technical criteria; and
- c) meet all the steps described in the financial evaluation.

Offers not meeting (a) or (b) or (c) will be declared non-responsive.

## Attachment 1 to Part 4

### Technical Evaluation

#### 1.0 Mandatory Technical Criteria

The technical offer must meet all mandatory technical criteria specified in the table below. The Offeror must provide the necessary documentation to demonstrate compliance.

Any Offer which fails to meet any of the mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

#### 1.1 Evaluation Procedures

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

In order to demonstrate compliance the Offeror must submit the following information for each Stream that it wants to be considered for a Standing Offer:

#### 2.0 Stream 1 – Specialized Insurance Consulting Services

Table 1 - MT1 – Stream 1 - Specialized Insurance Consultation Services		
#	Mandatory Technical Criteria	Offer Preparation Instructions
MT1.1	The Offeror must have billed, over the past 7 years from the RFSO closing date, a minimum cumulative total of \$100,000.00 (Canadian dollars, GST/HST excluded) relative to supplied Specialized Insurance Consultation Services.	<p>In order to demonstrate its acquired experience, the Offeror's technical offer must include at least three relevant projects during the past seven years that demonstrates the provision of:</p> <ol style="list-style-type: none"><li>a) Advice that will enable the procurement authority to select commercially available insurance requirements specific to the requirements;</li><li>and</li><li>b) Review documents related to contracts, leases, and/or licensing and provide recommendations on the appropriate commercially available insurances required in contracts for mitigating contractual risk.</li></ol> <p>For each project, please include:</p>

		<p>a) Start and end dates (month/year);</p> <p>b) Client organization name;</p> <p>c) Client representative name; and</p> <p>d) Client representative telephone number and e-mail address.</p>
MT1.2	The Offeror must have acquired, over the last seven years from the RFSO closing date, experience in providing advice in loss prevention methods.	In order to demonstrate its acquired experience, the Offeror's technical offer must include at least three relevant projects during the past seven years that demonstrates the provision of recommendations to clients to mitigate against financial loss in terms of the acquisition of insurance, self-underwriting, or other methods.
MT1.3	The resource proposed to provide consultant services must have acquired, over the last seven years from the RFSO closing date, the required experience identified in article 5.1 of Annex A - Statement of Work.	<p>The Offeror's technical offer must demonstrate the experience relative to the resource proposed to provide consultant services, describing the client(s) by industry type, the types of services performed and the duration involved.</p> <p>The Offeror's technical offer must demonstrate (through submission of a copy of the related certificate(s)), that the resource proposed to provide consultant services has:</p> <ul style="list-style-type: none"> <li>i. At least one of the following accreditations i.e. CIP, FCIP, AIIIC or FIIC;</li> <li>and</li> <li>ii. Degree or diploma from a Canadian college or Canadian university or 5 years of related work experience in the insurance industry.</li> </ul> <p>The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at:  <a href="http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada">http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada</a></p>

### 3.0 Stream 2 – Insurance Brokerage Services

Table 1 - MT2 – Stream 2 - Insurance Brokerage Services		
MT2.1	The Offeror must have billed, over the past seven years from the RFSO closing date, a minimum cumulative total of \$100,000.00 (Canadian dollars, GST/HST excluded) relative to supplied insurance brokerage services.	<p>In order to demonstrate its acquired experience, the Offeror's technical offer must include at least three relevant projects during the past seven years that demonstrates the provision of advice on insurance related issues, for new and existing insurance portfolios including ongoing support to existing insurance and domestic and international insurance coverage portfolios.</p> <p>For each project, please include:</p> <ul style="list-style-type: none"> <li>a) Start and end dates (month/year);</li> <li>b) Client organization name;</li> <li>c) Client representative name; and</li> <li>d) Client representative telephone number and e-mail address.</li> </ul>
MT2.2	The resource proposed to provide consultant services must have acquired, over the last seven years from the RFSO closing date, the required experience identified in article 5.1 of Annex A - Statement of Work.	<p>The Offeror's technical offer must demonstrate the experience relative to the resource proposed to provide consultant services, describing the client(s) by industry type, the types of services performed and the duration involved.</p> <p>The Offeror's technical offer must demonstrate (through submission of a copy of the related certificate(s)), that the resource proposed to provide consultant services has a minimum of:</p> <ul style="list-style-type: none"> <li>i. At least one of the following accreditations i.e. CIP, FCIP, AIIC or FIIC;</li> <li>and</li> <li>ii. Degree or diploma from a Canadian college or Canadian university or 5 years of related work experience in the insurance industry.</li> </ul> <p>The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at:  <a href="http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada">http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada</a></p>

#### 4.0 Stream 3 – Insurance Claims Adjuster Services

Table 1 - MT3 – Stream 3 - Insurance Claims Adjuster Services		
MT3.1	The Offeror must have billed, over the past seven years from the RFSO closing date, a minimum cumulative total of \$100,000.00 (Canadian dollars, GST/HST excluded) relative to supplied Insurance Claims Adjuster Services.	<p>In order to demonstrate its acquired experience, the Offeror's technical offer must include at least 3 relevant projects over the past seven years that demonstrates the provision of end-to-end claims process.</p> <p>For each project, please include:</p> <ul style="list-style-type: none"> <li>a) Start and end dates (month/year);</li> <li>b) Client organization name;</li> <li>c) Client representative name; and</li> <li>d) Client representative telephone number and e-mail address.</li> </ul>
MT3.2	The resource proposed to provide consultant services must have acquired, over the last seven years from the RFSO closing date, the required experience identified in article 5.1 of Annex A - Statement of Work.	<p>The Offeror's technical offer must demonstrate the experience relative to the resource proposed to provide consultant services, describing the client(s) by industry type, the types of services performed and the duration involved.</p> <p>The Offeror's technical offer must demonstrate (through submission of a copy of the related certificate(s)), that the resource proposed to provide consultant services has a minimum of:</p> <ul style="list-style-type: none"> <li>i. At least one of the following accreditations i.e. CIP, FCIP, AIIC or FIIC;</li> <li>and</li> <li>ii. Degree or diploma from a Canadian college or Canadian university or 5 years of related work experience in the insurance industry.</li> </ul> <p>The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <a href="http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada">http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada</a></p>
MT3.3	The resource proposed to provide claims administrator services must have acquired, over the last seven years from the RFSO closing date, the required experience identified in article 5.2 of Annex A - Statement of Work	<p>The Offeror's technical offer must demonstrate the experience relative to the resource proposed to provide consultant services, describing the client(s) by industry type, the types of services performed and the duration involved.</p> <p>The Offeror's technical offer must demonstrate (through submission of a copy of the related</p>

		<p>certificate(s)), that the resource proposed to provide consultant services has a minimum of:</p> <ul style="list-style-type: none"> <li>i. One of the stated professional insurance designations i.e. CIP, FCIP, AIIC or FIIC;</li> </ul> <p style="text-align: center;">and</p> <ul style="list-style-type: none"> <li>i. College degree or diploma from a Canadian college or Canadian university, or 2 years of related work experience in the insurance industry.</li> </ul> <p>The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <a href="http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada">http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada</a></p>
MT3.4	<p>The resource proposed to provide claims adjustor services must have acquired, over the last seven years from the RFSO closing date, the required experience identified in article 5.3 of Annex A - Statement of Work</p>	<p>The Offeror's technical offer must demonstrate the experience relative to the resource proposed to provide consultant services, describing the client(s) by industry type, the types of services performed and the duration involved.</p> <p>The Offeror's technical offer must demonstrate (through submission of a copy of the related certificate(s)), that the resource proposed to provide consultant services has a minimum of:</p> <ul style="list-style-type: none"> <li>i. One of the stated professional insurance designations i.e. CIP, FCIP, AIIC or FIIC;</li> </ul> <p style="text-align: center;">and</p> <ul style="list-style-type: none"> <li>ii. College degree or diploma from a Canadian college or Canadian university, or 5 years of related work experience in the insurance industry.</li> </ul> <p>The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <a href="http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada">http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada</a></p>

## 5.0 Stream 4 – Risk Management Process Services

Table 1 - MT4 – Stream 4 – Risk Management Process Services		
MT4.1	The Offeror must have provided the services for Risk Management Process Services, as defined in Annex A - Statement of Work, over the past seven years from the RFSO closing date.	<p>In order to demonstrate compliance the Offeror must submit the following information for each category that it wants to be considered for a Standing Offer:</p> <p>A description of 1 completed project per category that demonstrates its experience as defined in Annex A - Statement of Work, over the past 7 years from the RFSO closing date.</p> <p>Offerors must submit a project for each Category:</p> <ul style="list-style-type: none"> <li>i. Category 1 – Procurement and Limitation of Liability</li> <li>ii. Category 2 – Real Property Management</li> <li>iii. Category 3 - Delivery of public services to stakeholders external to the government or in partnership with various levels of government</li> </ul> <p>For each project, please include:</p> <ul style="list-style-type: none"> <li>a) Start and end dates (month/year);</li> <li>b) Client organization name;</li> <li>c) Client representative name; and</li> <li>d) Client representative telephone number and e-mail address.</li> </ul>
MT4.2	The Offeror must have billed, over the past seven years from the RFSO closing date, a minimum cumulative total amount of \$100,000.00 in risk consulting fees (Canadian dollars, GST/HST excluded) relative to supplied Risk Management Process Services.	<p>In order to demonstrate compliance the Offeror must submit at least three completed risk management process projects that include the following:</p> <ul style="list-style-type: none"> <li>a) Name and overview of the project;</li> <li>c) Start and end dates (month/year); Amount billed for risk management consulting fees;</li> </ul> <p>Client organization name; Client representative name; and</p> <ul style="list-style-type: none"> <li>f) Client representative telephone number and e-mail address.</li> </ul> <p>There is no limit on the number of projects that an Offeror can submit in order to meet the Mandatory Technical Criteria.</p>
MT4.3	The resource proposed to provide consultant services must have acquired, over the last ten years from the RFSO	The Offeror's technical offer must demonstrate the experience of the resource proposed to provide risk management process services,

	<p>closing date, the required experience identified in article 5.1 of Annex A - Statement of Work.</p>	<p>describing the client(s) by industry type, the types of services performed and the duration involved. The Offeror's technical offer must demonstrate (through submission of a copy of the related certificate(s)), that the resource proposed to provide consultant services has a minimum of:</p> <ul style="list-style-type: none"> <li>i. A recognized risk management designation i.e. FSA, PRM, PMI-RMP, CA, CMA, CGA, CIA, CCSA, CISA, CERA, RF, CRMA;</li> </ul> <p style="text-align: center;">and</p> <ul style="list-style-type: none"> <li>ii. A degree or diploma from a Canadian college or Canadian university, or 7 years of related work experience in the insurance industry.</li> </ul> <p>The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <a href="http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada">http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada</a></p>
MT4.4	<p>The resource proposed to provide Account Assistance/Business Analyst services must have acquired, over the last five years from the RFSO closing date, the required experience identified in article 5.4 of Annex A - Statement of Work.</p>	<p>The Offeror's technical offer must demonstrate the experience of the resource proposed to provide risk management process services, describing the client(s) by industry type, the types of services performed and the duration involved.</p> <p>The Offeror's technical offer must demonstrate (through submission of a copy of the related certificate(s)), that the resource proposed to provide consultant services has:</p> <ul style="list-style-type: none"> <li>i. Secondary diploma or General Education Development (GED) certificate;</li> </ul> <p style="text-align: center;">and</p> <ul style="list-style-type: none"> <li>ii. 3 years of related work experience.</li> </ul>

## 6.0 Basis of Selection

- 6.1 To be declared responsive, an offer must:
- (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
  - (b) meet all mandatory technical evaluation criteria; and
- 6.2 Offers not meeting (a) or (b) above will be declared non-responsive. Responsive offers in compliance with the technical evaluation and within 20% of the median price as per the financial evaluation methodology will be recommended for issuance of a standing offer.



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## 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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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EN578-162394/B

Amd. No. - N° de la modif.  
File No. - N° du dossier  
103ZL. EN578-162394

Buyer ID - Id de l'acheteur  
103ZL  
CCC No./N° CCC - FMS No./N° VME

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

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Canadian Content Certification**

5.2.3.1.1 SACC *Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

#### **5.2.3.2 Status and Availability of Resources**

M3020T (2016-01-28), Status and Availability of Resources

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**Attachment 1 to Part 5**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

**OR**

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

## Attachment 2 to Part 5

### FORMER PUBLIC SERVANTS (FPS)

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 below 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.

#### Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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Client Ref. No. - N° de réf. du client  
EN578-162394/B

Amd. No. - N° de la modif.  
File No. - N° du dossier  
103ZL. EN578-162394

Buyer ID - Id de l'acheteur  
103ZL  
CCC No./N° CCC - FMS No./N° VME

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### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

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

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

### **6.1 Security Requirements**

1. Before 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 indicated 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;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. 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**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D – Insurance Requirement.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

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

#### 7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 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

7.2.2.2 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 Offers 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 data must also include if the provisions of the goods and services were provided by an Aboriginal subcontractor(s) or employee(s).

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E – Standing Offer Reporting requirement. 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 issuance to September 30<sup>th</sup>, 2024.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 4 periods of one year each, under the same terms and conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas



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within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Lindsay Paré  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Specialized Professional Services Procurement Directorate  
10 Wellington Street  
Gatineau, QC  
K1A 0S5

Telephone: 613.314.8028

E-mail address: [lindsay.pare@tpsgc-pwgsc.gc.ca](mailto:lindsay.pare@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be inserted at SO issuance)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative

*To be inserted at issuance of Standing Offer*

## 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 Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

## 7.8 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using the PSGSC-TPSGC 942, Call-up against Standing Offer, or electronic document.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$2,000,000.00 (Applicable Taxes included).

## 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](#) (2020-05-28) ; General conditions – Professional services (Higher Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- 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 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

### 7.11.3 SACC Manual Clauses

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SACC Manual clause M3060C (2008-05-12) Canadian Content Certification

## **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.

## **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.

## **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 (2020-05-28) General conditions – Professional services (Higher Complexity) 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 – Limitation of expenditure – Firm hourly rate**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_. Customs duty are excluded and Applicable Taxes are extra.

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

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

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.5.3 Method of payment**

H1008C (2008-05-12) Monthly Payment

### **7.5.4 SACC Manual Clauses**

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

- 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**

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

Each invoice must be supported by:

- a. a copy of signed time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract,
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D – Insurance Requirement. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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The Contractor must forward to the Contracting Authority within 10 days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **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 Bid**" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## ANNEX A

### STATEMENT OF WORK

#### 1. Objective

To provide Federal Government Departments, Agencies, and Corporations across Canada (as defined in Schedules I, I.1, II, III, IV, and V of the Financial Administration Act) with Specialized Insurance Consultation Services; Insurance Brokerage Services; Insurance Claims Adjuster Services, and Risk Management Process Services.

##### 1.1 Background

Public Service and Procurement Canada (PSPC) provides Insurance and Risk Management Services through a variety of procurement tools such as Standing Offers (SO) and Supply Arrangements (SA). Presently, PSPC's objective is creating a new Standing Offer that is an all-inclusive Insurance tool focused on Insurance Services and Risk Process Management Services.

This SO consolidates the above mentioned insurance services, eliminates duplication, and migrates the risk services that are currently offered under the Supply Arrangement for Insurance and Risk Management (EN578-121746; Stream 2 – Risk Management Services) to the following professional services methods of supply: [ProServices](#), [Task and Solutions Professional Services](#) (TSPS), and [Task Based Informatics Professional Services](#) (TBIPS).

##### 1.2 Reference Documents

The following documents are for reference purposes only. These documents will enable the Contractor to develop a better understanding of the insurance process as it relates to the federal government.

- i. Treasury Board Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12038>;
- ii. Treasury Board Directive on Payments: Standard on Payment of Claims Against the Crown and Ex-Gratia Payments <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32504>;
- iii. Treasury Board Guide to Claims <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32581&section=html>
- iv. Federal Real Property and Federal Immovable Act <https://laws.justice.gc.ca/eng/acts/f-8.4/>;
- v. PSPC's Standard Acquisition Clauses and Conditions (SACC) Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>; and
- vi. Treasury Board Guideline on Self-Insurance <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=20930>.

In the event the Contractor requires access to any government reference documents not publicly available, the Project Authority will make the required documents available in the form of hard or soft copies, subject to availability. All reference documents will be provided in the latest available version.

#### 2. REQUIREMENT

The Contractor must provide the following services on an "as and when required" basis. This requirement is divided into four streams as follows:

- e) Stream 1 - Specialized Insurance Consultation Services;
- f) Stream 2 - Insurance Brokerage Services;
- g) Stream 3 - Insurance Claims Adjuster Services; and
- h) Stream 4 - Risk Management Process Services.

### **3. TASKS AND DELIVERABLES**

#### **3.1 General Tasks for all Streams**

To carry out the tasks and prepare deliverables, the Contractor must participate actively, in person or via email/phone calls. This enables the Contractor to better understand the context, gather information with regard to requirements, analyze options and identify issues leading up to the preparation of deliverables.

The Contractor must:

- a) Confirm project scope with the Project Authority and validate approach, milestones and deliverable requirements;
- b) Gather, review, and analyze background information (relevant policies, data and documentation);
- c) Organize, participate or facilitate working group sessions;
- d) Actively participate in the overall management of all related work and be directly responsible for the effective supervision and coordination of the efforts of its resources in order to minimize the effort required by clients to manage the requirement;
- e) Maintain an electronic library at their facility of work in progress, delivered items, comments reviewed, reports, and any other relevant documents to each call-up, and must ensure version control;
- f) Ensure a clear understanding of the services to be provided;
- g) Ensure that the information provided, the scope of the work, the required deliverables, required deadlines, and communication and access to protocols are clearly understood and respected;
- h) Ensure deliverables provided are high-quality, well detailed, coordinated and reviewed;
- i) Carry out the work in accordance with the call-up, statement of work, approved procedures and directions given by the Project Authority;
- j) Identify and advise the Project Authority of any changes regarding the scope of work or any other matters that may affect the schedule or costs or that may be inconsistent with instructions or written approval previously given; and
- k) Submit documents/reports for review to the Project Authority ("client departments and agencies"), and address any deficiencies or comments within 3 business days.

#### **3.2 Stream 1 – Specialized Insurance Consultation Services**

The Contractor must, as and when required:

- a) Provide advice for loss prevention and reduction practices and processes;
- b) Provide advice on commercial insurance and surety markets including interpretation of insurance policy wordings;
- c) Provide advice for comprehensive insurance, including benchmarking and best practices, suggested coverage, and available options;
- d) Provide advice on sound technical directives regarding the application of loss prevention methods understanding the Crown's self-insurance default approach;
- e) Make recommendations and provide advice for improvements or changes to federal government's current insurance environment;



- f) Provide advice that will enable the procurement authority to select commercially available insurance requirements specific to the requirements;
- g) Review documents related to contracts, leases, and/or licensing and provide recommendations on the appropriate commercially available insurances required in contracts for mitigating contractual risk;
- h) Assist in the creation of insurance clauses and/or the amending of existing standard insurances clauses as available in the Standard Acquisition Clauses and Conditions (SACC) Manual;
- i) Provide general and specialized insurance advice on various types of insurance, including, but not limited to:
  - i. Commercial General Liability Insurance;
  - ii. Casualty Insurance including Automobile Liability;
  - iii. Marine Liability Insurance;
  - iv. Aviation Liability Insurance;
  - v. All Risk Property Insurance;
  - vi. Group Accident & Life Insurance;
  - vii. Professional (Errors & Omissions) Liability Insurance;
  - viii. Environmental Impairment Insurance;
  - ix. Umbrella or Excess Liability Insurance; and
  - x. Course of Construction Insurance e.g. Wrap-up Liability and Builder's Risk.
- j) Review Contractors' insurance policies and/or certificates of insurance to ensure the policies and or certificates meet stated requirements.

### 3.3 Stream 2 - Insurance Brokerage Services

The Contractor must, as and when required:

- a) Provide advice on insurance related issues, for new and existing insurance portfolios including ongoing support to existing insurance and domestic and international insurance coverage portfolios;
- b) Provide advice and guidance to PSPC on insurance provisions in Crown leases, including but not limited to leases in which the Crown:
  - i) rents space from private sector landlords and is the occupant, or
  - ii) leases space to commercial tenants.
- c) Provide advice and assistance in the design and implementation of an Insurance Program;
- d) Provide marketing, estimates, and placement of insurance contracts with recognized insurers;
- e) Be available to meet in order to review issues, contributing to resolution;
- f) Manage the timelines for the renewal process as well as advice for options, and the placement of new policies;
- g) With regard to the renewal of existing insurance portfolios, communicate a minimum of ninety (90) days prior to the policy renewal date, and provide a proposal for a renewal strategy including market conditions and detailing all necessary information for the placement of the renewal. It is estimated that every three years, Insurance Policy renewals should be fully remarketed. Policy Renewals will only be exercised upon written approval in the form of a Call-Up from the Identified User to the Contractor;
- h) Review existing insurance coverage(s) and provide the information that is required for underwriting purposes to review and renew the policy/policies;
- i) For new policies, provide the information that is required for underwriting purposes;
- j) Prepare underwriting submissions and provide them to the user for final approval;
- k) Solicit insurance markets and obtain, to the best extent possible, a minimum of three quotes for all new placements;

- l) Upon receipt of quotes for the required insurance coverage, forward required information to the Identified User, including, but not limited to:
  - i. a comparative analysis of the quotes;
  - ii. a ranking of the quotes based on the best overall quality of insurers and coverage depth;
  - iii. a breakdown of the options and costs of the insurance coverage provided by the commercial insurer;
  - iv. a breakdown of the cost of the insurance brokerage fees provided by the Insurance Broker; and
  - v. claims reporting services connected to the purchased insurance policies.
- m) Produce "cover notes" on all placements, prior to the policy effective date;
- n) Provide a "Summary of Insurance", for each insurance policy, outlining relevant elements of the coverage and exclusions with all insurance policies;
- o) Secure and provide the insurance policy documentation no later than (90) days prior to the policy effective date whenever possible;
- p) Provide all insurance policy documentation in the requested language - either Official Language;
- q) Provide all required insurance certificates as they may become necessary throughout the policy year;
- r) With regard to Automobile Insurance policies, provide all necessary evidence of insurance required for the operation of insured vehicles on or before the policy effective date; and
- s) Provide information on claims including maintenance of claim records and quarterly reports on the status of claims.

### **3.4 Stream 3 - Insurance Claims Adjuster Services:**

The Contractor must, as and when required, lead the overall investigation and related activities and tasks, including, but not limited to:

- a) End-to-end claims process, including recovery from third parties which could include making legal court claims;
- b) Ascertain if there is third party liability and/or subrogation rights for recovery;
- c) Review contractual materials for insurance provisions to interpret and determining cost responsibilities and allocations of same: i.e. deductibles, rent abatement opportunities, third party costs recovery, subrogation, etc.;
- d) Maintain a claim accounting tracker for duration of claim, allocating all costs between parties, i.e. Insurer, third party insurance and the Crown and then secondly between Crown-PSPC and the client occupant for cost recovery;
- e) In the event of catastrophic loss or damage, provide advice, guidance and recommendations to the Crown regarding options, such as lease termination, re-building options, replacement, and if required, assist the Crown in engaging consultants for the purposes of making these terminations if necessary;
- f) Maintain incident reporting and claims files, complete as required to ensure fulsome legal claims file to ensure an accurate and detailed audit trail;
- g) Identify needs and engage Contractors as necessary to address the situation and facilitate clean up and restoration efforts;
- h) Act as liaison between other claims adjusters, insurers, Crown and other responsible third parties;
- i) Perform initial site investigations and photography;
- j) Attend initial team meetings with the Identified User's representatives;
- k) Determine the need for and coordinate expert services including Cause and Origin Analysis;
- l) Organize meetings and obtain statements from appropriate persons/firms, including witnesses, harmed personnel and those responsible for the damaged facilities;

- m) Hold meetings and conduct telephone conversations with insurance claims adjusters implicated;
- n) Review relevant documents as necessary, such as but not limited to:
  - i) contracts,
  - ii) construction documents, and
  - iii) leases;
- o) Assist in the compilation of damages and supporting documentation;
- p) Assess, compile, and provide the documentation on damages; and
- q) Prepare draft reports for review by Identified User prior to preparing final reports.

### 3.5 Stream 4 – Risk Management Process Services

#### 3.5.1 Category 1: Procurement and Limitation of Liability

This category specifically involves procurement activities, projects, processes, strategies and initiatives conducted pursuant to the Government Contracts Regulations and the Treasury Board (TB) Contracting Policy. It excludes leases and contracts for the fit-up of offices pursuant to the Federal Real Property and Federal Immovable Act; contracts related to the acquisition of land; grants and contributions; service level agreements between government departments; and memoranda of understanding with other governments or other levels of government.

This category is designed to be used for:

- a) Project Risk Management pursuant to the TB Project Approval Policy and TB Policy on the Management of Projects (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18229>), (Note: to be replaced by the TB Directive on the Planning and Management of Investments when in effect) where the projects will result in Procurement contracts;
- b) Application of the TB Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts; and
- c) The risk management component of:
  - i) Specific procurement actions, solicitations, or contracts for the acquisition of goods or services, and construction and architectural and engineering services;
  - ii) Procurement processes; and
  - iii) Commodity management and method of supply decision making.

##### 3.5.1.1 Tasks

To assist identified users in determining an appropriate limitation of liability, the Contractor must perform quantitative risk assessments, provide options for dollar value limits of liability, and identify if and where these represent a substantive transfer of risk to the Crown. The deliverable report must include:

- a) A description of the methodology applied including the identified procurement model;
- b) Identification and assessment of all potential risk events in terms of potential financial liability (i.e. cost estimates), classified by first and third party liability;
- c) Assessment of the probability of a risk event occurring on an annual and aggregate (i.e. over the life of the contract) basis;
- d) Calculation of the expected loss: potential financial liabilities factored by probability;
- e) Provision of options for appropriate limits of liability;
- e) Identify substantive transfer of risk to the Crown; and
- g) Provision mitigation strategies to limit either party's potential financial exposure.

##### 3.5.1.2 Process to Determine Liability Risk and to Recommend a Limit of Liability

The Contractor must ensure risk assessments are conducted in consideration of the procurement models as identified in the TB Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Projects and include in general:

- a) Identification: Taking into account the items required by the TB Policy, a typical risk assessment will consider the following list of risks as they relate to liability. Note, the list is not comprehensive; it provides a general framework.

The Contractor must consider:

- i. non-performance (not doing what is required in the contract);
- ii. product (service) failure (product/service failing in spite of attempt);
- iii. Physical injury, including death;
- iv. Personal injury (i.e. slander, discrimination, etc.);
- v. Physical harm to tangible assets;
- vi. Physical harm to real property;
- vii. Claims against the Crown with respect to materials, parts, work in progress or finished work resulting in liens, charges or encumbrances;
- viii. Financial capacity (consider insolvency or bankruptcy);
- ix. IP infringement;
- x. Misuse of personal information;
- xi. Wrongful dissemination of confidential information;
- xii. conflict of interest;
- xiii. Loss of or damage to intangible property (i.e. reputation, goodwill, data);
- xiv. Fraudulent activities;
- xv. Non-compliance with relevant policies or legislation; and
- xvi. Other

- b) Assessment / Evaluation: determine how likely the identified risks are to occur and their potential impact. When considering probability, the methodology applied should include the application of numerical values as in the example provided in the table below. It should also consider these over the life of the Contract on an annual and/or aggregate basis.

Table 1 - Probability scale (example):			
Description	Scenarios	Probability	For Calculations
Highly Likely	Very frequent occurrence	Over 85%	1.00
Likely	More than evens chance	50-85%	0.85
Fairly Likely	Quite often occurs	21-49%	0.50
Unlikely	Small likelihood, but could well happen	1-20%	0.20
Very Unlikely	Not expected to happen	Less than 1%	0.01

Extremely Unlikely	Just possible, but very surprising	Less than 0.01%	0.0001
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The impact of a risk, or its severity, can be considered as the damage caused by the risk's occurrence. For the purpose of determining a limitation of liability, the impact should include a dollar value.

When compiling the various probabilities and potential impacts, it is necessary to document how probabilities or impacts were determined (e.g. "from known loss histories", "past experience", "expert consultation", etc.). Where there is little historical data or there has been a lack of experience in this specific field of procurement, an event-tree analysis or fault-tree analysis in which events and probabilities are synthesized may be required.

- c) Expected Loss: the expected loss is a statistical measure which is calculated by multiplying the probability of each risk with its expected impact and adding them together. These should all be included in a comprehensive table or other suitable format that includes: Potential Liability Risk; Probability of Risk; Impact (\$) of Risk; and Expected Loss.
- d) Determine Limit of Liability: the report must include options for the limit of liability based on the risk assessment (generally, three options should be included).
- e) Substantive Transfer: a substantive amount of risk occurs when the Crown agrees to limit the contractor's liability a level lower than that determined by the Risk Assessment. Options for the limitation of liability shall include whether or not a substantive transfer exists.

### 3.5.2 Category 2: Real Property Management

This category specifically involves real property projects, activities, strategies and initiatives, and acquisitions and dispositions pursuant to the Federal Real Property and Federal Immovables Act <https://laws.justice.gc.ca/eng/acts/f-8.4/>.

This category is designed to be used for:

- a) Project Risk Management pursuant to the TB Project Approval Policy and TB Policy on the Management of Projects;
- b) Organizational Project Management Capacity Assessments pursuant to the TB Policy on the Management of Projects;
- c) The risk management component of:
  - i) Real Property acquisition strategy development. Acquisition includes purchase, lease, license, exchange, gift, easement, expropriation, transfer of administration from another department or agent Crown corporation or a transfer of administration and control from the provincial Crown;
  - ii) Real Property disposition strategy development. Disposition includes sale, lease, license, exchange, gift, easement, transfer of administration to another department or an agent Crown corporation, or transfer of administration and control to the provincial Crown;
  - iii) Management of Real Property (operation and maintenance); as defined in the Treasury Board Policy on Management of Real Property:

*A project is an activity or series of activities that has a beginning and an end. A project is required to produce defined outputs and realize specific outcomes in support of a public policy objective, within a clear schedule and resource plan. A project is undertaken within specific time, cost and performance parameters.*

- d) Development of business cases, including Real Property investment analyses and business strategies;

- e) Real Property transformation initiatives;
- f) Environmental assessments; and
- g) Environmental performance improvement initiatives.

3.5.3 Category 3: Delivery of public services to stakeholders external to the government or in partnership with various levels of government.

This category is designed to be used for activities associated with delivery of public services to stakeholders external to the government or for activities involving various levels of government where governance models are complex and decision-making is shared.

More specifically, the risk management component associated with:

- a) Accountability and decision-making structures;
- b) Development of Integrated Risk Management frameworks;
- c) Investment planning;
- d) Business planning;
- e) Delegation of financial authorities;
- f) Development of human resources strategies; and
- g) Development of communications strategies.

3.5.4 Tasks associated with Stream 4 - Category 2 and Category 3

a) Risk Identification

To identify risks, threats and vulnerabilities associated with those risks, for each organization, business line, program, project, process or initiative for which a risk assessment is being carried out, the Contractor must:

- i) Identify sources of risk, areas of impacts, events (including changes in circumstances) and their causes and potential consequences. The output of this exercise must be a comprehensive list of risks based on those events that might create, enhance, prevent, degrade, accelerate or delay the achievement of objectives. This list must form the basis for further analysis;
- ii) Identify risks whether or not their source is under the control of the organization, even though the risk source or cause may not be evident;
- iii) Identify the risks associated with not pursuing an opportunity;
- iv) Examine the immediate effects of particular consequences, cascade and cumulative effects, and consider a wide range of consequences even if the risk source or cause may not be evident;
- v) Consider possible causes and scenarios that show what consequences can occur and in that regard must consider all significant causes and consequences;
- vi) Apply risk identification tools and techniques that are suited to the mandate, objectives, strategic outcomes, and risk assessment capabilities of the organization for which the risk assessment is being carried out, as well as the corporate risk profile. The Contractor must take into account the risk appetite of the organization when determining which risks are to be included in the risk identification process; and
- vii) Ensure that that relevant and up-to-date information is used in identifying risks, including appropriate background information where possible. The Contractor must ensure that key stakeholders within the organization with appropriate knowledge are involved in identifying risks.

b) Risk Analysis

To assess the level and nature of the risks, the Contractor must:

- i) Analyze the risks identified in the risk identification stage to provide input to the Identified User's decision making in terms of whether risks need to be treated; the most appropriate risk treatment strategies and methods; and making decisions where choices must be made and the options involve different types and levels of risk;
- ii) Consider the causes and sources of risk, the positive and negative consequences, the likelihood that those consequences can occur, and other attributes of the risk;
- iii) Identify factors that affect consequences and likelihood, and take into consideration the multiple consequences and events can have and the multiple objectives that can be affected;
- iv) Take into account existing controls and their effectiveness and efficiency;
- v) Ensure that the way in which consequences and likelihood are expressed and the way in which they are combined to determine a level of risk, reflect the type of risk, the information available and the purpose for which the risk assessment output is to be used. These must all be consistent with the risk criteria. The interdependence of different risks and their sources must be considered in the analysis. The confidence in determination of the level of risk and its sensitivity to preconditions and assumptions must be considered in the analysis, and communicated effectively, within the organization, to decision makers and, as appropriate, other stakeholders. Factors such as divergence of opinion among experts, uncertainty, availability, quality, quantity and ongoing relevance of information, or limitations on modeling must be stated and highlighted;
- vi) Consider the risk, the purpose of the analysis, and the information, data and resources available within the organization, in determining the degree of detail required to conduct the risk analysis. Analysis must be qualitative, quantitative or semi-quantitative, or a combination of these, depending on the circumstances;
- vii) Determine the consequences and their likelihood by modeling the outcomes of an event or set of events, or by extrapolation from experimental studies or from available data; and
- viii) Express the consequences in terms of tangible and intangible impacts. In some cases, more than one numerical value or descriptor may be required to specify consequences and their likelihood for different times, places, groups or situations.

c) Risk Evaluation

To assist organizations in making decisions based on the outcomes of risk analysis, the Contractor must:

- i) Compare the level of risk found during the analysis process with risk criteria established when the context was considered;
- ii) Take account of the wider context of the risk;
- iii) Consider the tolerance to the risks borne by parties other than the organization which benefits from the risk;
- iv) Make decisions in accordance with legal, regulatory, policy, and other requirements; and
- v) Rank the risks.

d) Risk Response

Once the risks are evaluated by the Identified User, plans to respond to the risks must be selected and implemented. In consultation with the Identified User, the Contractor must:

- i) Provide actions to mitigate the likelihood or the impact of a risk (or both);
- ii) Document control measures currently in place;
- iii) Document the implementation of mitigation strategies;
- iv) Ensure that the residual risk after response is tolerable;
- v) Ensure that the costs of responding to the risks are in proportion to the costs of the impacts; and
- vi) Confirm resources are available to implement the response.

e) Communication and Consultation



Ongoing communication and consultation throughout the risk management process is critical as risks may change and may be perceived differently by stakeholders. In consultation with the Identified User, the Contractor must:

- i) Develop plans for communication and consultation at an early stage in the risk management process; and
  - ii) Ensure communication with all key stakeholders. Risk practitioners or risk owners may want to consider identifying, recording, and taking into account stakeholders' perceptions in the decision-making process as these views may have a significant impact on the decisions taken.
- f) Monitor and Review

Monitoring and review should be included in all aspects of the risk management process. In consultation with the Identified User, the Contractor must:

- i) Assess the effectiveness and efficiency of controls identified in a risk profile;
- ii) Ensure risks are still relevant with the internal and external contexts;
- iii) Identify when revisions to improve a risk profile are required;
- iv) Re-profile resources to higher priority risks; to analyze changes lessons learned, trends and changes to the context;
- v) Identify emerging risks; and
- vi) Assess the progress of implementing a risk response plan.

## **4. RESOURCES**

### **4.1 Resources**

The Contractor must provide the services using only qualified resources. The categories described below are not intended to correspond to any one Contractor's definition or categorization as such definitions or categorizations may vary between Contractors.

#### **4.1.1 Specialized Insurance Consultation Services**

- a) Consultant

#### **4.1.2 Insurance Broker Services**

- a) Consultant

#### **4.1.3 Insurance Claims Adjuster Services**

- a) Consultant;
- b) Claims Administrator; and
- c) Claims Adjuster.

#### **4.1.4 Risk Management Process Services**

- a) Consultant
- b) Account Assistance / Business Analyst



## 5. RESOURCES QUALIFICATIONS

### 5.1 Consultant

The Consultant, for Stream 1 through 4, has the overall responsibility for ensuring requests for services are completed as per the call-up. Tasks include but are not limited to:

Tasks: Consultant	Stream 1	Stream 2	Stream 3	Stream 4
a) Manage the quarterly reporting process as defined in Annex E	X	X	X	X
b) Conducting periodic quality assurances on all deliverables including ensuring timelines are met	X	X	X	X
c) Making presentations or delivering briefings to senior management, on a as requested basis	X	X	X	X
d) Having a thorough understanding of insurance product lines, insurance markets, insurance policy terms and conditions, and the insurance underwriting and claims processes	X	X	X	
e) Have a thorough understanding of applicable Treasury Board policies to ensure Canada's interests are protected from insurable losses	X	X		
f) Having the ability to understand and anticipate client needs based on a strong understanding of market dynamics, insurance services and their associated processes including applicable insurance for the Identified User's needs; which terms and conditions will apply; and what information the Insurer will require for the policy	X	X		
g) Advising the procurement authority on the insurable risks associated with contract activities and selection of appropriate terms to include in contracts	X			
h) Advising the procurement authority on the suitability or acceptance of Contractors' insurance with respect to the work to be performed under the contract or as it pertains to the conditions set within the contract	X			
i) Being the point of contact for troubleshooting of issues and problem-solving during insurance transactions in order to implement coverage		X	X	
j) Acting as the single point of contact for day to day insurance management activities		X		
k) Managing the insurance placement and contacting		X		

underwriters to negotiate best terms and conditions with respect to premium coverages				
l) Conducting risk management process related activities for procurement projects				X
m) Providing advice on the risk management methods, tools, and techniques used				X
n) Developing interview guides and conducting interviews with stakeholder for data collection and information in Risk Management Process				X

### 5.1.2 Minimum Educational and Experience Requirements

At a minimum the Consultant for Streams 1, 2, and 3 must meet a) and b) below

a) At least one of the following accreditations:

- i. Chartered Insurance Professional (CIP);
- ii. Fellow Chartered Insurance Professional (FCIP);
- iii. Associate of the Insurance Institute of Canada (AIIC); or
- iv. Fellow of the Insurance Institute of Canada (FIIC); and

b) Degree or diploma from a Canadian college or Canadian university or 5 years of related work experience in the insurance industry.

(The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada>)

At a minimum the Consultant for Stream 4 must meet a) and b) below:

a) A recognized risk management designation, such as:

- i. Fellows of the Society of Actuaries (FSA),
- ii. Professional Risk Manager (PRM),
- iii. PMI Risk Management Professional (PMI-RMP),
- iv. Chartered Accountant (CA),
- v. Certified Management Accountant (CMA),
- vi. Certified General Accountant (CGA),
- vii. Certified Internal Auditor (CIA),
- viii. Certification in Control Self-Assessment (CCSA),
- ix. Certified Information Systems Auditor (CISA),
- x. Chartered Enterprise Risk Analyst (CERA), or
- xi. RIMS Fellow (RF),
- xii. Certification in Risk Management Assurance (CRMA) and

b) A degree or diploma from a Canadian college or Canadian university, or 7 years of related work experience as a Consultant.

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The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada>

## 5.2 Claims Administrator

The Claims Administrator tasks include, but are not limited to:

- a) Providing quarterly claim reports;
- b) Act as the liaison between the client and insurers;
- c) Processing client requests for policy changes; and
- d) When requested, to obtain and provide insurance certificates.

### 5.2.1 Minimum Educational/Experience Requirements

At a minimum the Claims Administrator must meet a) and b) below:

- a) At least one of the following accreditations:
  - i. Chartered Insurance Professional (CIP);
  - ii. Fellow Chartered Insurance Professional (FCIP);
  - iii. Associate of the Insurance Institute of Canada (AIIC); or
  - iv. Fellow of the Insurance Institute of Canada (FIIC); and
- b) A degree or diploma from a Canadian college or Canadian university, or 2 years of related work experience in the insurance industry.

The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada>; and/or

## 5.3 Claims Adjuster

The Insurance Claims Adjuster tasks must include, but are not limited to:

- a) Providing quarterly claim reports;
- b) Act as the liaison between the clients and insurers;
- c) Performing all actions required to inspect claims for losses to determine proper compensation, such as but not limited to property inspections and, interviews of claimants and witnesses; and
- d) Conduct research including but not limited to policy reports.

### 5.3.1 Minimum Educational/Experience Requirements

At a minimum the Claims Adjuster must meet a) and b) below:

- a) At least one of the following accreditations:

- i. Chartered Insurance Professional (CIP);
- ii. Fellow Chartered Insurance Professional (FCIP);
- iii. Associate of the Insurance Institute of Canada (AIIC); or
- iv. Fellow of the Insurance Institute of Canada (FIIC); and

- b) A degree or diploma from a Canadian college or Canadian university, or 2 years of related work experience in the insurance industry.

The degree or diploma must be from a recognized Canadian college, or if obtained outside of Canada, be approved by a recognized Canadian academic credentials assessment service identified at: <http://cicic.ca/927/Identify-the-organization-responsible-for-recognition/index.canada>.

#### 5.4 Account Assistance / Business Analyst

Under the direction of the Consultant, as appropriate, the Account Assistant / Business Analyst is responsible for providing assistance, as required, to the Consultant. Tasks may include but are not limited to the following:

- a) Collecting and collating qualitative and quantitative data;
- b) Conducting research;
- c) Conducting preliminary analyses;
- d) Compiling background documentation; and
- e) Providing assistance with the development of briefing notes, presentations, papers and/or reports.

##### 5.4.1 Minimum Educational/Experience

At a minimum the Account Assistant must meet a) and b) below:

- a) A secondary school diploma or General Education Development (GED) certificate; and
- b) Have 3 years of related work experience.

## 6. LANGUAGE REQUIREMENTS

The Contractor must ensure services as well as the required insurance documents are in either official language: English or French.

## 7. LOCATION OF WORK

The Contractor must provide its own premises, equipment, software, and tools necessary for the performance of the tasks outlined in the SOW and in individual call-ups. Where on-site work is required, the individual call-up will provide details of the facilities to the Contractor.

## 8. TRAVEL

The Standing Offer does not include travel and living expenses.

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## **9. MEETINGS**

The Contractor will not be reimbursed for any costs incurred for meetings.

### **9.1 Kick off Meeting**

A kick-off meeting will be held within thirty (30) working days from the date of Standing Offer issuance. The kick-off meeting will be organized as a teleconference, or in person in a location in the National Capital Area. The exact time and location of the kick-off meeting will be provided after Standing Offer issuance.

The purpose of the kick-off meeting will be to:

- a) Review the Standing Offer requirements;
- b) Discuss the reporting requirement; and
- c) Review and clarify the respective roles and responsibilities of the Technical Authority and the Contractor to ensure common understanding of the requirement and the terms and conditions of the Standing offer.

### **9.2 Progress Review Meetings**

Progress review meetings (PRM) will be completed as per the Technical Authority's request during the first year of the Standing Offer, and then occur once per fiscal year thereafter or more often if required. The PRM will be organized through a teleconference or held in person. In person meetings may be held at other locations if mutually agreed. The SOA will be invited to attend PRM.

The purpose of the progress review meeting is to:

- a) Discuss and resolve operational, administrative or contractual details as well as any possible issues; and
- b) The Technical Authority is responsible for coordinating PRM with the Contractor.

The Contractor must:

- a) Make all necessary preparations in order to actively participate in any meeting at their own expense;
- b) Conduct meetings at client's facility, unless otherwise agreed upon between the Project Authority and the Contractor;
- c) Maintain a history of all meetings as well as of all incremental changes to action items and submit it to the Project Authority when requested; and
- d) Conduct PRM as requested by the Project Authority.

## ANNEX B

### BASIS OF PAYMENT

#### 1.0 Insurance Coverage

The cost of the actual insurance policies are not part of the All Inclusive Fixed Hourly Rates as indicated in the tables below.

#### 2.0 Insurance Broker Services (Stream 2)

The Offeror will be paid for all work performed pursuant to a call-up to this Standing Offer in accordance with the following:

- 2.1 For consultation or advisory services (where no insurance is actually purchased) the All Inclusive Fixed Hourly Rates as indicated in the tables below will be paid.
- 2.2 For Insurance placements for Identified Users accounts, the All Inclusive Fixed Hourly Rates as indicated in the tables below will be paid for broker services with no provision for commission on placement of insurance. Accordingly, all insurance quotations must be obtained on a net-premium basis and must be substantiated by the insurer.

#### 3.0 Resource Rates

##### 3.1 Stream 1 – Specialized Insurance Consulting Services

###### 3.1.1 Consultant

Table 1 – Consultant (Stream 1)	
Column A	Column B
Period	All Inclusive Fixed Hourly Rates
October 1, 2020 to September 30, 2024	\$ Inserted upon issue of Standing Offer
October 1, 2024 to September 30, 2025	\$ Inserted upon issue of Standing Offer
October 1, 2025 to September 30, 2026	\$ Inserted upon issue of Standing Offer
October 1, 2026 to September 30, 2027	\$ Inserted upon issue of Standing Offer
October 1, 2027 to September 30, 2028	\$ Inserted upon issue of Standing Offer

### 3.2 Stream 2 – Insurance Brokerage Services

#### 3.2.1 Consultant

Table 2 – Consultant (Stream 2)	
Column A	Column B
Period	All Inclusive Fixed Hourly Rates
October 1, 2020 to September 30, 2024	\$ Inserted upon issue of Standing Offer
October 1, 2024 to September 30, 2025	\$ Inserted upon issue of Standing Offer
October 1, 2025 to September 30, 2026	\$ Inserted upon issue of Standing Offer
October 1, 2026 to September 30, 2027	\$ Inserted upon issue of Standing Offer
October 1, 2027 to September 30, 2028	\$ Inserted upon issue of Standing Offer

### 3.3 Stream 3 – Insurance Claims Adjuster Services

#### 3.3.1 Consultant

Table 3 – Consultant (Stream 3)	
Column A	Column B
Period	All Inclusive Fixed Hourly Rates
October 1, 2020 to September 30, 2024	\$ Inserted upon issue of Standing Offer
October 1, 2024 to September 30, 2025	\$ Inserted upon issue of Standing Offer
October 1, 2025 to September 30, 2026	\$ Inserted upon issue of Standing Offer
October 1, 2026 to September 30, 2027	\$ Inserted upon issue of Standing Offer

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October 1, 2027 to September 30, 2028	\$ Inserted upon issue of Standing Offer
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### 3.3.2 Claims Administrator

Table 4 – Claims Administrator (Stream 3)	
Column A	Column B
Period	All Inclusive Fixed Hourly Rates
October 1, 2020 to September 30, 2024	\$ Inserted upon issue of Standing Offer
October 1, 2024 to September 30, 2025	\$ Inserted upon issue of Standing Offer
October 1, 2025 to September 30, 2026	\$ Inserted upon issue of Standing Offer
October 1, 2026 to September 30, 2027	\$ Inserted upon issue of Standing Offer
October 1, 2027 to September 30, 2028	\$ Inserted upon issue of Standing Offer

### 3.3.3 Claims Adjuster

Table 5 – Claims Adjuster (Stream 3)	
Column A	Column B
Period	All Inclusive Fixed Hourly Rates
October 1, 2020 to September 30, 2024	\$ Inserted upon issue of Standing Offer
October 1, 2024 to September 30, 2025	\$ Inserted upon issue of Standing Offer
October 1, 2025 to September 30, 2026	\$ Inserted upon issue of Standing Offer
October 1, 2026 to September 30, 2027	\$ Inserted upon issue of Standing Offer



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### 3.4 Stream 4 – Risk Management Process Services

#### 3.4.1 Consultant

Table 6 – Consultant (Stream 4)	
Column A	Column B
Period	All Inclusive Fixed Hourly Rates
October 1, 2020 to September 30, 2024	\$ Inserted upon issue of Standing Offer
October 1, 2024 to September 30, 2025	\$ Inserted upon issue of Standing Offer
October 1, 2025 to September 30, 2026	\$ Inserted upon issue of Standing Offer
October 1, 2026 to September 30, 2027	\$ Inserted upon issue of Standing Offer
October 1, 2027 to September 30, 2028	\$ Inserted upon issue of Standing Offer

#### 3.4.2 Account Assistant/Business Analyst

Table 7 – Account Assistant/Business Analyst (Stream 4)	
Column A	Column B
Period	All Inclusive Fixed Hourly Rates
October 1, 2020 to September 30, 2024	\$ Inserted upon issue of Standing Offer
October 1, 2024 to September 30, 2025	\$ Inserted upon issue of Standing Offer
October 1, 2025 to September 30, 2026	\$ Inserted upon issue of Standing Offer

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October 1, 2026 to September 30, 2027	\$ Inserted upon issue of Standing Offer
October 1, 2027 to September 30, 2028	\$ Inserted upon issue of Standing Offer

#### 4.0 Cost Reimbursable Expenses

##### 4.1 Authorized Travel and Living Expenses

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 allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the \_\_\_\_\_ (insert "Technical" or "Project" or "Contracting") Authority.

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_.


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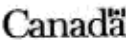
## ANNEX C

### SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada		<div>RECEIVED APR 20 2016</div>	Contract Number / Numéro du contrat EN578-162394
		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		2. Branch or Directorate / Direction générale ou Direction Acquisitions	
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 NMSO for insurance brokerage 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 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 <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



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<b>PART A (continued) / PARTIE A (suite)</b>	
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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:	
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
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?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PRODUCTION</b>	
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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
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?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Solicitation No. - N° de l'invitation  
EN578-162394/B  
Client Ref. No. - N° de réf. du client  
EN578-162394/B

Amd. No. - N° de la modif.  
File No. - N° du dossier  
103ZL. EN578-162394

Buyer ID - Id de l'acheteur  
103ZL  
CCC No./N° CCC - FMS No./N° VME



Contract Number / Numéro du contrat EN578-162394
Security Classification / Classification de sécurité UNCLASSIFIED

**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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	Protected Protégé			TOP SECRET TRÈS SECRET
											A	B	C	
Information / Assets Renseignements / Biens Production	<input checked="" type="checkbox"/>													
IT Media / Support IT IT Unit / Unit électronique	<input checked="" type="checkbox"/>													

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

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

☒ No  
Non ☐ Yes  
Oui

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

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

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

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

☒ No  
Non ☐ Yes  
Oui

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

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

TBS/SC 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



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## ANNEX D

### INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



## **ANNEX E**

### **STANDING OFFER REPORTING REQUIREMENTS**

#### **1. Quarterly Reports**

The Contractor must report on a quarterly basis the call-up/contract activities. At a minimum the quarterly report should contain:

- a) the standing offer number;
- b) the call-up number;
- c) the call-up date;
- d) the client department name;
- e) Project Authority name on call-up;
- f) a description of the requirement;
- g) the dollar value of the call-up;
- h) the Broker Fee charged, broken down by resource;
- i) the cost of the insurance premium; and
- j) the total billed.

#### **2. Additional Reports**

Upon request the Contractor will provide the Technical Authority commentary reports on insurance marketplace and current trends.