



REQUEST FOR STANDING OFFER

RETURN BIDS TO:

Bids must be submitted by email and must be submitted ONLY to the following email address:

soumission.bid@aadnc-aandc.gc.ca

REQUEST FOR STANDING OFFERS

Proposal to CIRNAC:

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

Title English to French and/or French to English Translation	
Solicitation Number 100231430 SET ASIDE	
Date (YYYYMMDD) 2022-05-26	
Solicitation Closes At 2:00 PM	Time Zone Eastern Daylight Time (EDT)
On (YYYYMMDD) 2022-07-06	
Standing Offer Authority	
Name Jean Damascene Gasake	
Telephone Number 873-354-5730	
Facsimile Number	
Email Address jeandamascene.gasake@sac-isc.gc.ca	
Destination(s) of Services	
Security THIS REQUEST INCLUDES SECURITY PROVISIONS	
Instructions: See Herein	
Delivery Required See Herein	
Person Authorized to sign on behalf of Vendor/Firm	
Name	
Title	

Vendor/Firm
Name
Address
Telephone Number
GST/HST Number
QST Number

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 The Department of Crown Indigenous Relations and Northern Affairs Canada (CIRNAC) requires access to a qualified professional firm ("Offeror") providing translation and editing services.

Through this competitive procurement process, CIRNAC seeks to award four (1) Standing Offer Agreements (SOA) valid for five (5) years from the date of award

with the possibility to extend the period of the Standing Offer by up to two (2) additional one (1) year periods under the same terms and conditions.

- 1.2.2 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual.
- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including locations that are subject to Comprehensive Land Claims Agreements (CLCAs).
- 1.2.4 "This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive."

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.

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: 180 days

2.2 Submission of Offers

2.2.1 Offers (and any amendments thereto) must be submitted only by Email to the following address: aadnc.soumissionbid.aandc@canada.ca by the date and time indicated on page 1 of the offer. CIRNAC will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.

2.2.2 The total size of the Email, including all attachments, **must not exceed 10 megabytes (MB)**. It is solely the Offeror's responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Offeror's responsibility to ensure that the Contracting Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

2.2.3 Email Submissions

In the Email containing their offer, Offerors must clearly identify the RFSO number in the Subject Line and must clearly identify the following in the body of the Email:

- **RFSO Number: 1000231430**
- **Contracting Authority: Jean Damascene Gasake**
- **Closing Date**
- **Offeror's Name and Address**
- **"Offer Documents Enclosed"**

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *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 Bidder a FPS in receipt of a pension? **Yes ()**
No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ()** **No ()**

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (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 in: 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

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (One (1) electronic copy, in PDF format)

Section II: Financial Offer (One (1) electronic copy, in PDF format)

Section III: Certifications (One (1) electronic copy, in PDF format)

Section IV: Additional Information (One (1) electronic copy, in PDF format)

The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

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 their offer.

- (a) use a numbering system that corresponds to that of the Request for Standing Offers.

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..

3.1.1 Electronic Payment of Invoices - Offer

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation,](#)

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

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

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

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

ATTACHMENT 1 TO PART 3: PRICE SCHEDULE

FINANCIAL BID

The Bidder must complete this pricing schedule and attach it to its financial bid. It must complete this schedule by indicating in its financial bid, for each of the periods specified below, the all-inclusive firm rates it offers for each of the categories specified.

Category	Initial Contract Period: From Contract Award to March 31, 2027 (A)	Option Period 1 (B)	Year	Option Period 2 (C)	Year	Average per Word D=(A+B+C)/3
Translation Services – Regular English to French or French to English	\$/word	\$/word		\$/word		\$/word
Translation Services – Urgent English to French or French to English	\$/word	\$/word		\$/word		\$/word
Editing Services – Regular French or English	\$/hour	\$/hour		\$/hour		\$/word
Editing Services – Urgent French or English	\$/hour	\$/hour		\$/hour		\$/word
Total of Average Rate in CAD \$ (Taxes are excluded) =						\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

1. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers (RFSO) including the technical and financial evaluation criteria.
2. An Evaluation Committee composed of representatives of CIRNAC will evaluate the Offers.

4.2 Definition

The following definitions apply all Mandatory Requirements and Point-Rated Criteria:

1. **“Offeror”** refers to the legal entity having submitted an Offer for evaluation, and which, if successful in the evaluation process, must execute the Standing Offer Agreement.
2. **“MUST”**, whether capitalized or not, refers to a requirement. In response to a Mandatory Requirement, failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **“MUST”** within its Offer will result in the Offer being deemed non-compliant and no further consideration given. In response to a Rated Criterion, failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **“MUST”** within its Offer will result in the Offer not being assessed any points.
3. **“Resource”** refers to the named individual(s) proposed by an Offeror (whether employed or subcontracted by the Offeror) to deliver Services under any resulting Standing Offer Agreement.
4. **“Should”** refers to a desired element. Failure on the part of the Offeror to provide the information requested by **“should”** within its Offer or to demonstrate that it meets the element expressed by **“should”** may result in the Offeror receiving less than full points on any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by **“should”**.
5. **“Demonstrated”** is that which is independently verifiable, with clear demonstration of the outcomes of a given task, skill, ability, or other evaluation factor being demonstrated, and includes evidence of understanding any related underlying methodology and/or techniques as appropriate and provides sufficient details with regard to the above. Simply stating that a Resource or the Offeror has completed a task, or that a task was involved in a

work engagement, will not necessarily be considered “demonstrated” and may not be considered to address the Mandatory Requirements. Similarly, a reiteration of the text of the Point-Rated Criteria, on its own, will not be eligible to receive points.

4.3 Mandatory Technical Criteria

Offerors' Offers must meet all Mandatory Requirements for the Offer to be considered for further evaluation. Failure on the part of the Offeror to meet any one (1) of these requirements will result in their Offer being deemed non-compliant, with the Offer being given no further consideration.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) The Bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (c) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each Mandatory technical criterion should be addressed separately.
- (d) Bidders are advised that responses only listing experience without providing supporting content to describe responsibilities, duties and relevance to CIRNAC requirement, or reusing the same wording as the RFP, will not be considered “demonstrated” for the purposes of this evaluation.
- (e) Selection and evaluation is based on a “rules of evidence” approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the CIRNAC Bid Evaluation Committee will be taken into consideration. The Bidder should provide complete details as to where, when, how and through which activities and/or responsibilities the stated qualifications and/or experience were obtained.
- (f) Bidders must clearly identify the section(s) or page(s) in their proposals that provide the evidence and supporting documentation for the CIRNAC Evaluation Team to effectively evaluate the bid.
- (g) An evaluation team composed of representatives of Canada will evaluate the bids.

4.4 Financial Evaluation

1. SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price
2. Offerors meeting ALL Mandatory Requirements and meeting the mandatory minimum score of 50% over Point-Rated criteria will be evaluated on the basis of their Financial Offer.

3. The Financial Evaluation will be carried out by the Contracting Authority independent of the CIRNAC Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
4. All of the information required in this section **MUST** appear in the Offeror's Financial Offer ONLY.
5. Failure on the part of the Offeror to provide the information required within the Financial Offer Table(s) will result in CIRNAC deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by CIRNAC.
6. Within the Financial Proposal, using the table below, Offerors **MUST** indicate the fixed per word rates and fixed per hourly rates (\$CAD), for the initial contract period and for the option year periods of the Standing Offer Agreement (SOA). The applicable rate category (regular per-word or urgent/rush per-word or regular hourly or urgent/rush hourly) will be identified in the resulting call up document.
7. The fixed all-inclusive per word rates and the fixed per hourly rates **MUST** be inclusive of all payroll, overhead costs and profits required for the proposed individual to complete the work. **Note:** Fixed per word rates and fixed per hourly rates are not to be quoted as ranges.
8. The Offeror's all-inclusive rates shall be exclusive of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of any Call-up award.
9. **For financial evaluation purposes, the average of the fixed per word rates and the fixed per hourly rates quoted will be used.**
 - **Regular Translation** - "A translation with a delivery period in excess of one day, allowing completion of the work during normal business hours."
 - **Urgent/Rush Translation** - "A translation with a delivery period shorter than that of a regular translation."
 - **Normal Working Hours:** For the purposes of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 pm., with the exception of statutory holidays.
 - **Statutory Holiday:** For the purposes of this Standing Offer, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

Financial Bid

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. **Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - a. meet all mandatory criteria; and
 - b. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively.

The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89	
Overall Rating	1 st	3 rd	2 nd	

In the event that more than one (1) offeror has the same total score, the offeror with the Highest Technical Score will be ranked higher.

Solicitation No. 1000231430

ATTACHMENT 1 TO PART 4: TECHNICAL EVALUATION
Mandatory Technical Criteria

BIDDER'S EXPERIENCE				
M1	Description of criteria	Offer Ref. Pg. #	MET	NOT MET
M1.1	<p>The Bidder must hold a valid certification in Canada's Translation Services Standard (CAN/CGSB131.10-2008 or CAN/CGSB131.10-2017).</p> <p>A copy of the certification is to be provided with the bid.</p>			
M1.2	<p>The Bidder must have a minimum of five (5) years' of demonstrated experience in delivering English to French and French to English translation services (calculated at the closing date of the RFP).</p>			
M1.3	<p>For each translation project that the related experience meets the requirements of evaluation criteria, the Bidder must provide, at a minimum, the following information:</p> <ol style="list-style-type: none"> 1. The purpose of the translations, the language of the original text and the target language. 2. The period of time over which the translation work was provided, in the following format: from (month/year) to (month/year). 3. The name of the client (company or government organization) for which the translation services were performed, and the name and current telephone number and/or email address of the client's representative who would be able to confirm the information provided by the Bidder. 			

M1.4	<p>The Bidder must demonstrate that it has experience of providing English-to-French or French-to-English translation services for a minimum of 10 documents bearing at least one (1) of the following types:</p> <ol style="list-style-type: none"> 1. Memoranda to Cabinet 2. Treasury Board Submissions 3. PowerPoint presentations 4. Engagement/consultation material 			
M1.5	<p>For each experience that meets the requirements of the evaluation criteria, the Bidder must provide references, from the Client's representative, who can corroborate the information provided by the Bidder to demonstrate the relevance of the experience to meet the requirements of the criteria</p> <p>If the client's representative cannot be reached by the Contracting Authority or refuses to corroborate the information provided by the Bidder, the Contracting Authority will give the Bidder 24 hours to submit the name and contact information of a representative of the same client who would be able to confirm the information provided by the Bidder. If this second representative cannot be reached by the Contracting Authority or refuses to confirm the information in the bid, the information will not be considered in the calculation of years of experience.</p>			
M1.6	<p>The Bidder must provide information for two (2) clients for whom translation services have been provided in the last three years (3) and who will be contacted to confirm their satisfaction with the editing and translation services previously provided, including reliability, preparation and responsiveness.</p>			

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	In corroborating the information regarding the translation and editing projects proposed by the Bidder, Canada will use the validation form below attached to this document.			
EXPERIENCE OF THE BIDDER'S PROPOSED RESOURCES				
M2	Description of criterion	Offer Ref. Pg. #	MET	NOT MET
M2.1	<p>The Bidder must propose one or more resources who have a minimum of five (5) years of experience in the last ten (10) years providing English-to-French translation services (years of experience will be calculated at the closing date of the Request for Proposal).</p> <p>For each Bidder's Proposed Resource, the Bidder is to provide, at a minimum, the information specified in M1.3</p>			
M2.2	<p>Each Bidder's Proposed Resource as a reviser must demonstrate that he is an accredited English-to-French translator who is a member in good standing of, and certified by, a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).</p> <p>To be demonstrated, the Bidder is to provide a copy of the reviser's professional association membership card for 2021 that is to be provided with the bid. Canada reserves the right to make any inquiries that may be necessary to ascertain that the person is a member in good standing.</p>			
M2.3	Each Bidder's proposed Resource must have experience of providing translation services for at a minimum the following types of documents:			

	<ol style="list-style-type: none"> 1. Briefing notes 2. Presentations, publications, reports or news releases 3. Memoranda of understanding <p>The Bidder may propose different resources for different criteria.</p>			
<p>M2.4</p>	<p>Each Bidder's proposed Resource must have experience of providing editing services for at least all of the following types of documents:</p> <ol style="list-style-type: none"> 1. Briefing notes 2. Presentations, publications, reports or news releases 3. Memoranda of understanding <p>The Bidder may propose different resources for different criteria.</p>			

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Point-Rated Technical Criteria

Only proposals meeting the above mandatory requirements will be considered responsive and reviewed by the ISC Evaluation Committee against the rated criteria (RT1 and RT2).

Proposals MUST obtain at least 50% of the rated criteria RT1 and RT2 inclusive to proceed to the next stage of evaluation.

RT1 – Bidder's experience			
Criterion #	Description of criterion	Offer Ref. Pg. #	Available points
RT 1	<p>The Bidder must provide a detailed report on its job-tracking procedures.</p> <p>The Bidder's translation job-tracking procedures ensure that all of the following steps, including tracking at steps 3 and 4 of the process, are completed on time</p> <ol style="list-style-type: none"> 1. Initial processing of the translation request 2. Assignment of the translation request to the translator 3. Quality assurance in accordance with <u>SW4 Response Time and Deliverables, Annex A – Statement of Work</u> 4. On-time delivery of the completed translation to the client. <p>Points will be allocated as follows:</p> <p>Step 1: 10 pts Step 2: 10 pts Step 3: 15 pts Step 4: 15 pts</p>		/50 points
RT 2	In addition to the minimum required in M1.2, the Bidder should demonstrate that it has more than five (5) years' of experience in delivering English to French and French to English translation		/50 points

	<p>services (calculated at the closing date of the RFP).</p> <p>10 points will be awarded for each additional year for a maximum of 50 points.</p>		
RT 3	<p>In addition to the minimum required in M1.4, the Bidder should demonstrate that it has experience of providing English-to-French or French-to-English translation services for a minimum of 10 documents bearing on more than one (1) of the following types:</p> <ol style="list-style-type: none"> 1. Memoranda to Cabinet 2. Treasury Board Submissions 3. PowerPoint presentations 4. Engagement/consultation material <p>Points will be awarded as follows:</p> <p>2 types: 10 pts 3 types: 20 pts 4 types: 30 pts</p>		/30 points
RT 4	<p>In addition to the minimum required in M1.4, the Bidder should demonstrate that it has experience of providing English-to-French or French-to-English translation services for more than 10 documents bearing at least one (1) of the following types:</p> <ol style="list-style-type: none"> 1. Memoranda to Cabinet 2. Treasury Board Submissions 3. PowerPoint presentations 4. Engagement/consultation material <p>10 points will be awarded for each additional document for a maximum of 30 points.</p>		/30 points
Total of available point: /150 points(Minimum pass mark of 50%, or 75 points)			/150 points

*** References Validation Form**

Bidder name :		
Name of organization services were provided to		
Contact name and email address within the organization	Contact name: Email:	
Project deliverables and or services rendered		
	Yes	No
a) Has the bidder provided English to French and French to English translation and editing services?		
b) Was the bidder able to meet all required deadlines?		
c) Did the bidder deliver final products of a quality that you would define as excellent?		
d) Did the bidder work with you to meet your needs in a professional manner that you would define as excellent?		
e) Was service on an urgent basis - i.e. service required within 24 hours – required as part of the English to French and French to English translation services?		
f) If yes, was the bidder able to meet the turnaround time while providing high-quality translations?		
g) Would you hire this company again to provide English to French and French to English translation and editing services?		
Signature: _____		
Date: _____		

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.

5.1.2 Additional Certifications Required with the Offer

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Additional Certifications Required with the Bid.

5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;

- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
- i. The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

The Bidder must provide the following certification for each owner who is Indigenous:

Owner Certification - Set-aside for Indigenous Business

1. I am an owner of _____ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
 2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.
- _____

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Printed name of owner

Signature of owner

Date

COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

5.1.2.2 Application for Registration (AFR) for Canadian Legal Entities

In accordance with the Contract Security Manual, all Bidders must provide with their bid, the Application for Registration (AFR) for Canadian Legal Entities PWGSC-TPSGC 471 attached to this bid solicitation.

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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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](#) 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

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.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Secret** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Secret** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED/ CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Secret**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Secret excluding Protected C**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any protected and/or classified information/assets until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Secret excluding protected C**.

7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) Must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b) Must hold a valid GoC Security Screening at the level of **Secret**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level **Secret** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:
 - a) Security Requirements Agreement, attached as Annex "C"; and
 - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

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) (<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.](#)

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2027.

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 two (2) one (1) year option period under the same 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 fifteen 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, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Jean Damascene Gasake
Senior Procurement and contracting Expert
Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC)
Materiel and Assets Management Directorate
10 Wellington Street, 13th Floor

Solicitation No. 1000231430

Gatineau, QC K1A 0H4

Telephone: 873-354-5730

E-mail address: jeandamascene.gasake@sac-isc.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 (TBD at SOA award)

The Project Authority for the Standing Offer is:

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 (TBD at SOA award)

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are employees of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).

7.8 Call-Up Procedure

CIRNAC seeks to award one (1) Standing Offer Agreement (SOA) to qualified Firm.

7.9 Call-up Instrument

The Work will be authorized or confirmed using form 942, Call-up against a Standing Offer.

7.10 Limitation of Call-ups - removed

7.11 Financial Limitation - removed

7.12 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 supplemental general conditions [4007](#) (2010-08-16): Canada to Own Intellectual Property Rights in Foreground Information
- e) the general conditions [2010B](#) (2021-12-02) General Conditions - Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment
- h) Annex C, Security Requirements Check List and Security Requirements Agreement;
- i) the Offeror's offer dated _____ (TBD).

7.13 Certifications and Additional Information

7.13.1 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.

7.13.2 SACC Manual Clauses

M3082T (2021-11-29), COVID-19 vaccination requirement certification compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

A7017C (2008-05-12) Replacement of Specific Individuals

7.14 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.

7.15 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 Security Requirement

The following security requirement (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:

SECURITY CLAUSES: 1000231430

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Secret** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Secret** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED/ CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Secret**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Secret excluding Protected C**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any protected and/or classified information/ assets until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Secret excluding protected C**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - c) Must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - d) Must hold a valid GoC Security Screening at the level of **Secret**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level **Secret** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim

against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

11. The Contractor must comply with the provisions of the:

- c) Security Requirements Agreement, attached as Annex "C"; and
- d) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

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

[2010B \(2020-05-28\) General Conditions - Professional Services \(Medium Complexity\) apply to and form part of the Contract.](#)

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC); and

- b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

- c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

7.2.2 Supplemental General Conditions

[4007 \(2010-08-16\)](#) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.2.3 SACC Manual Clauses - removed

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.

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B ".

7.5.2 Limitation of Expenditure – Professional fees

1. Canada's total liability to the Contractor under the Contract must not exceed \$____ (To be inserted at SOA award). _____ Applicable Taxes are extra on professional fees only.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - 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 – Monthly Payment

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

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

7.5.4 Electronic Payment of Invoices – Call-up

The method of invoice payment by Crown-Indigenous Related and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf and submit the form to the address provided.

7.5.5 T1204 - Direct Request by Department

Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.6 Invoicing Instructions

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

Each invoice must be supported by:

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- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices;
- d. a copy of the monthly progress report.

2. 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

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor - removed

ANNEX "A": STATEMENT OF WORK

Title: English to French and/or French to English Translation

SW1 Background

Crown Indigenous Relations and Northern Affairs Canada (CIRNAC) frequently requires translation of various secret Government documents such as but not limited to Cabinet and Parliamentary documents. The services are required on regular and/or urgent basis.

The documents that require translation serve to advance issues related to the K-12 Education Programs, the Post-Secondary Education Program, and Partnerships with Indigenous organizations and communities, provinces/territories, municipal governments and non-governmental organizations, as well as consultation of stakeholders;

These documents are produced following Treasury Board Secretariat (TBS) instructions and guidance as well as in accordance with the *Official Languages Act*.

Some of these documents are tabled in the House of Commons and the Senate for parliamentarians. Some of these documents are presented to Cabinet and Treasury Board for approval and funding of policies and programs. Some of these documents will also be used for engagement and public communication purposes.

Due to the Government of Canada's current shift to a "delivery and results" framing, TBS guidance is subject to change this cycle.

SW2 Objective

The objective is to acquire translation and editing services. The work to be performed under the Contract will be on an "as and when requested basis" using a Call-up. The Work described in the Call-up must be in accordance with the scope of the Contract. The services are required on regular and/or urgent basis.

In order to attain a high quality translated/editing document, it is expected to receive professional services for:

Secret Government Documents

- translation of the original documents from English to French or French to English;
- concordance revision between the final French and the final English versions;
- translation and editing of various documents on a regular or urgent basis;

SW3 Scope of Work

1. Requirements

- The Contractor must be familiar with the content and the format of Government documents such as Memoranda to Cabinet, Memoranda of Understanding, Treasury Board Submissions, Settlement Agreements, etc.
- Because these processes are time-sensitive and unforeseen, last-minute adjustments are common, the Contractor will be required to provide translation and editing services promptly and, at times, outside of working hours, during week days and off hours (which could include requests after 5:00pm). The Contractor must be available to respond by email within a short turn-around (within 24 hours) to any requests associated with the contract. (e.g. emails).

2. Body of Work

Based on previous work, it is estimated that the final English version of the following documents (but not limited to) will have an average word count of approximately:

- 20,000 words for a Memorandum to Cabinet;
- 35,000 words for a Treasury Board Submission;
- 2,000 words for a Power-Point Presentation.

Based on previous work, it is estimated that the final French version of the following documents will have an average word count of approximately:

- 22,000 words for a Memorandum to Cabinet;
- 37,000 words for a Treasury Board Submission;
- 2,200 words for a Power-Point Presentation.

The inclusion of volumetric data does not represent a commitment by Canada. Canada's future estimated usage of the services will be identified in the authorized Call-up).

SW4 Response Time and Deliverables

Response times:

Regular request are expected to be processed and delivered within 10 business days

Urgent requests are expected to be processed and delivered within 24 hours..

Timelines will depend on the policy development cycle and the engagement timeline followed by CIRAC.

Client Expectations:

- The translation will be done using common and standardized language specific to government.
- The review of the English or French translation will be done by one person. The review will aim to ensure the consistency of the translation, while respecting the common government language.
- The concordance of the final documents will be done to ensure the final products match.

Linguistic Quality and Consistency in Terminology

The quality of the work delivered under the Contract must meet the following criteria and must be to the satisfaction of the Project Authority. The Contractor must

- use a quasi-legal style and appropriate level of language that accurately renders the message of the source text;
- ensure that the work contains standardized, consistent terminology when using the services of more than one reviser;
- deliver work that is free of errors. Errors include, but are not limited to, the following:
 - a. ACCURACY
 - a. Mistranslation
 - b. Shift in meaning
 - c. Unwarranted omission
 - d. Unwarranted addition
 - e. Ambiguity
 - f. Illogical rendering
 - g. Lack of clarity
 - h. Improper use of terminology
 - b. LANGUAGE
 - 1) Syntax (improper sentence construction)
 - 2) Calque (expression borrowed by one language from another in a more or less literally translated form)
 - 3) Undertranslation /overtranslation
 - 4) Improper use of prepositions, conjunctions, adverbs or pronouns
 - 5) Grammar (lack of agreement, incorrect verb use)
 - 6) Usage, including
 - 1) improper usage
 - 2) anglicisms (words or phrases borrowed from English)
 - 3) incorrect collocation
 - 4) substandard usage (language error where a non-standard or incorrect word is used)

- 5) improper choice of words and expressions
- 7) Typography (failure to comply with typographical conventions or punctuation or capitalization rules; typos; errors in figures)

c. **STYLE AND ADAPTATION**

- a. Awkward rendering
- b. Poor formulation
- c. Word-for-word translation
- d. Non-idiomatic rendering (turn of phrase that would not be used by a native speaker)
- e. Incorrect adaptation of any of the following with respect to the end user: tone, conciseness and level of language

d. **OFFICIAL TITLES AND TERMINOLOGY**

Incorrect use of the following:

- a. Official titles
- b. Acronyms
- c. Terminology
- d. Client usage
- e. Lack of consistency

e. **FORMATTING**

Problems with the following:

- a. Layout
- b. Alignment of paragraphs and headings
- c. Translation does not mirror the original as regards the following: tables, charts, tables of contents, bibliographies
- d. Incorrect hypertext links
- e. Consistency

- deliver work in the application, format, style and layout of the source document used by the Project Authority unless otherwise requested in the Call-up. In addition, the following conditions must be adhered to:
 1. No conversions will be accepted in any form. Consequently, it will not be possible to convert the document from one type of system to another (for example, from a Macintosh to an IBM-compatible system) or to save texts in an earlier or later version of the application(s) used for the source document.
 2. The Contractor must use virus detection and elimination systems and take the necessary measures to ensure the delivery of its translations on electronic media or systems free of viruses.
 3. The Contractor must not use unauthorized codes in word processing, tables, etc.

Quality Control

Bidders must

- Process all documents to be translated and/or edited and revised within the turnaround times indicated above. Services include terminology research;
- Ensure that all texts are reviewed for quality;

- Ensure the consistency of large documents by limiting, as far as is reasonable, the number of different resources working on the same request and by providing an overall review of the complete document to ensure a consistent level of quality;
- Ensure that the meaning of the translated version conforms to that of the original in all respects, including proper terminology;
- Wherever possible, allocate the same resources to documents from the same divisions or branches;
- Ensure that standardized, consistent terminology is used when more than one resource is involved in the work;
- Ensure that the final version of the document has been checked with spell-checking software and that it does not contain any spelling errors.

SW5 Deliverables

- French versions of these documents that are professionally translated and fully reviewed;
- English versions of these documents that are professionally translated and fully reviewed.

SW6 Technical Specifications

Documents shall be exchanged between the Contractor and CIRNAC on an encrypted USB key, or by e-mail if the classification allows it, in Word, Excel, PowerPoint or other similar software in order to be able to copy and paste into other types of documents.

SW7 Work Location and Services

The work shall be performed at the Contractor's own place of business.
The work shall be delivered to the CIRNAC office located in Gatineau, QC.
CIRNAC may require that a translator works from CIRNAC offices if needed.
Secret documents may be transmitted to the translator via encrypted USB key provided by the security office. This exchange may be done in person or via courier.

SW8 Departmental Support

CIRNAC will assist the Contractor with the following information:

- Draft documents to be edited, translated, and reviewed;
- Access to any other materials relevant to these services.

ANNEX "B": BASIS OF PAYMENT (TB completed at contract award)

Category	<u>Period 1</u> Initial Contract Award to 5 years later <i>(To be identified at contract award)</i> (A)	<u>Period 2</u> Option Year 1 <i>(To be identified at contract award)</i> (B)	<u>Period 3</u> Option Year 2 <i>(To be identified at contract award)</i> (C)
	Translation Services – Regular English to French or French to English	\$/word	\$/word
Translation Services – Urgent English to French or French to English	\$/word	\$/word	\$/word
Editing Services – Regular French or English	\$/hour	\$/hour	\$/hour
Editing Services – Urgent French or English	\$/hour	\$/hour	\$/hour
Contract Amount for Period 1, 2 and 3			\$ (TO BE IDENTIFIED AT CONTRACT AWARD)

Applicable Taxes (GST, HST, PST):	\$ (TO BE IDENTIFIED AT CONTRACT AWARD)
TOTAL FOR PERIOD 1 AND 2:	\$ (TO BE IDENTIFIED AT CONTRACT AWARD)

ANNEX "C": SECURITY REQUIREMENTS CHECK LIST AND

Affaires autochtones et Développement du Nord Canada / Aboriginal Affairs and Northern Development Canada	Contract Number / Numéro du contrat 1000231430 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. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région BMU/IS/NCR	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :						
3. Brief Description of Work / Brève description du travail Translation from English to French and from French to English on Government documents (MC, TBS, Power-Point Presentation...)							
4. Contract Amount / Montant du contrat 1,000,000 \$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) : TBD						
5. Contract Start and End date / Date de début et de fin du contrat Date Award to / au 2027/03/31							
7. Will the supplier require / Le fournisseur aura-t-il :							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui						
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui						
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)							
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir / entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?							
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui							
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?							
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui							
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? If yes, specify: / Si oui, spécifiez :							
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui						
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
9.3 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							
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécoeur sécurisé)							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF							
Category / Catégorie	Please refer to question / Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Assets / Renseignements / Biens	7.1	X	X	<input type="checkbox"/>	X	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) / Renseignements / Biens (offsiteur)	8	X	X	<input type="checkbox"/>	X	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) / Renseignements / Biens TI (offsiteur)	9.1	X	X	<input type="checkbox"/>	X	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IT Transmission = e-mail / Transmission TI = courriel	9.2 a)	X	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission = other / Transmission TI = autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PART C – PERSONNEL / PARTIE C – PERSONNEL							

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11.1 Personnel Security Screening Level Required: Niveau d'enquête de la sécurité du personnel requis :	<input type="checkbox"/> N/A / Non requis	<input type="checkbox"/> Reliability/ Fiabilité	<input type="checkbox"/> Confidential/ Confidentiel	<input checked="" type="checkbox"/> Secret	<input type="checkbox"/> Top Secret/ Très secret
11.2 May unscreened personnel be used for portions of 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	<input type="checkbox"/> N/A / Non requis		
12. 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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui			
 Government of Canada / Gouvernement du Canada			Contract Number / Numéro du contrat 1000231430 Security Classification / Classification de sécurité Unclassified		

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APPENDIX 1 TO ANNEX "C": SECURITY REQUIREMENT AGREEMENT

Company name: _____

Request for standing offer: 1000231430

Standing offer: _____

1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The **Protected and/ or confidential and/ or Secret** documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A	Protected B	Confidential/Secret
Container	Key locked container	Dial lock container	Dial lock container
Facility	Restricted access room within office/home	Restricted access room within office/home	Restricted access room within office/home Monitoring system

Definitions:

Protected information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

Protected A: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

Classified :Confidential: Information for which the unauthorized disclosure, destruction, interruption, removal or could cause injury to the national interest.

Classified: Secret information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could cause serious injury to the national interest. Example: Cabinet documents.

1.2 Transportation**1.2.1 Transportation of Paper Records:**

- **Protected and/ or confidential and/ or Secret** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.

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- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters. You can't discuss confidential and/or secret information over the phone.

2. IT Security Requirements

Production and storage of **Protected and/ or confidential and/ or Secret** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

2.1 Electronic Storage

- Store **Protected and/ or confidential and/ or Secret** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>)
Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to

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<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and

- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited. The electronic transmission of confidential and secret documents is not allowed.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; and • Email server communication is protected with TLS encryption.
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 8 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character

Protected B	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; • The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and • Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> • One of the following encryption algorithms is used: <ul style="list-style-type: none"> ▪ 3DES-168 Bit or higher ▪ AES-128 Bit or higher • Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-224 • SHA-256 • SHA-384 • SHA-512
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	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 12 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
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3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

APPENDIX 2 TO ANNEX "C": SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under standing offer _____ and upcoming call-ups against this standing offer, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor:
PRINT NAME: _____

SIGNATURE: _____
DATE: _____

CIRNAC/ISC _____ Project _____ Authority: _____

PRINT NAME: _____

SIGNATURE: _____
DATE: _____

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ANNEX "D": COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Solicitation No. 1000231430

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.



CONTRACT SECURITY PROGRAM (CSP) ANNEX "E": APPLICATION FOR REGISTRATION (AFR) FOR CANADIAN LEGAL ENTITIES

Instructions for completing the Application for Registration (AFR)

Privacy notice for Canadian entities registering in the CSP

Part of the information collected in this form includes personal information which is collected under the authority of subsection 7(1) of the *Financial Administration Act* and is mandatory in accordance with Treasury Board's *Policy on Government Security and Standard on Security Screening* for the purposes of security assessment and registration in the Contract Security Program (CSP) of Public Services and Procurement Canada (PSPC). The personal information will be used to assess your eligibility to hold a security status or security clearance and for your organization to be registered in the Contract Security Program. The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and / or investigation in accordance with the *Policy on Government Security and Standard on Security Screening*. Additionally, the information may be disclosed to and used by other federal institutions that may require this information as part of their functions or investigation under Canadian Law or to the industrial security programs of foreign governments (with which Canada has bilateral security instruments) for foreign assurances.

Personal information is protected, used and disclosed in accordance with the Privacy Act and is described in the Info Source under the Personal Information Bank PWGSC PPU 015 ([Access to information and privacy - PSPC \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca)) and the TBS standard personal information bank Personal Security Screening PSU 917 ([Standard personal information banks - Canada.ca](https://www.tpsgc-pwgsc.gc.ca)). Under the *Privacy Act*, you have the right to access and correct your personal information, if erroneous or incomplete. The personal information from paper sources that accompanies an organization registration is retained for two years after the last administrative action, and then destroyed. The personal information from paper sources that accompanies a foreign ownership, control, or influence assessments is kept for two years, and then destroyed if there are no changes to the organization that are reported to the foreign ownership, control, or influence evaluation office during this period. The personal information from paper sources that accompanies the personnel security screening process or foreign assurance process will be retained for a minimum period of two years after the last administrative action, and then destroyed. The Contract Security Program's retention period and disposal standards of personal information in electronic format may vary from the above retention period.

If you have concerns or require clarification about this privacy notice, you can contact PSPC's Access to Information and Privacy Directorate by email at TPSGC.ViePrivee-Privacy.PWGSC@tpsgc-pwgsc.gc.ca. If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the Office of the Privacy Commissioner of Canada.

General Instructions:

- This form is used for registering Canadian legal entities **ONLY**. The CSP does not register foreign based organizations. **ALL** Foreign based firms must contact the [International Industrial Security Directorate \(IISD\)](https://www.tpsgc-pwgsc.gc.ca) for more information on this security screening process. Canadian subsidiaries of foreign based firms may be eligible to register with the CSP.
- This form and all supporting documentation requested must be provided in English or French
- In any instance where this form does not allow enough space for a complete answer, please include additional pages or rows to the table as required.

For organizations that do not yet have a clearance, refusal to provide required information, the provision of a false statement, misleading information, concealment or failure to disclose of any material fact on this application will result in the CSP not granting, or upgrading, a security clearance.

In the case of already cleared organizations; a denial or revocation of your organization's existing security clearance may occur and any personnel reliability statuses and/or personnel security clearances issued to your



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organization will be administratively closed out along with the organization's clearance with the Contract Security Program. This will immediately prohibit your eligibility to perform work on contracts requiring organization security clearances.

Section A - Business Information

- **Legal name of the organization** refers to the legal name of the organization as it is organized & existing within the country of jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial or territorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- **Type of Organization** - All required documentation in relation to the type of organization must be provided
 - **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.
Provide the following information to substantiate this "Type of Organization" selection:
 - Stock exchange identifier (if applicable);
 - Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
 - Ownership structure chart is mandatory
 - **Partnership** refers to an association or relationship between two or more individuals, corporations, trusts, or partnerships that join together to carry on a trade or business.
Provide the following information to substantiate this "Type of Organization" selection:
 - Evidence of legal status, ie. partnership agreement;
 - Provincial partnership name registration (if applicable);
 - Ownership structure chart
 - **Sole proprietor** refers to the owner of a business who acts alone and has no partners.
Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registration document
 - **Other** (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)
Provide the following information to substantiate this "Type of Organization" selection:
 - Evidence of legal status such as acts, charters, bands, etc.
 - Ownership structure chart and management structure chart
- **Principal place of business** must be where the business is physically located and operating in Canada. Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not be accepted.
- **Self-identify as a diverse supplier:** Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address(site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.



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- Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
 - an employee of the organization;
 - physically located in Canada;
 - a Canadian citizen*; and
 - security screened at the same level as the organization (in some cases alternates may require a different level).

*Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractual requirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.

Section C - Officers

- Your organization must list **all** the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. A management structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term “Country of Primary Residence/National Domicile” refers to the particular country for a person’s true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

Section D - Board of Directors

- List **all** members of your organization’s board of directors. Indicate all board titles including the chairperson if there is one. Add additional rows to the section or on a separate page if required.
- For the purposes of the Contract Security Program, the term “Country of Primary Residence/National Domicile” refers to the particular country for a person’s true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
 - **Direct (or registered) ownership** are **all** owners who hold legal title to a property or asset in that owner’s name.
 - **Ownership** refers to either (1) voting rights attached to the corporation’s outstanding voting shares or (2) outstanding shares measured by fair market value.
 - **Parent company** refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)



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- Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standingoffers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract,etc.), contracting authority or prime contractor and the security level requirement.

Section G - Certification and Consent

- Only an officer identified in Section C may complete this section.



CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

NOTE:

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

SECTION A - BUSINESS INFORMATION

1. Legal name of the organization	
2. Business or trade name (if different from legal name)	
3. Type of organization - Indicate the type of organization and provide the required validation documentation (select one only)	
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Private <input type="checkbox"/> Public <input type="checkbox"/> Other (specify)	
4. Provide a brief description of your organization's general business activities.	
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)
7. Business civic address (head office)	
8. Principal place of business (if not at head office)	
9. Mailing address (if different from business civic address)	
10. Organization website (if applicable)	
11. Telephone number	12. Facsimile number
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/classified information/assets/sites



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SECTION B – SECURITY OFFICERS

Please identify all security officers for your organization. For document safeguarding capability identify the site number for each ACSO and the corresponding address for each site below.

Add additional rows or attachments as needed if there is not enough space allotted

Position title	Site #	Surname	Given name	E-mail (where the CSP will send correspondence)
Company security officer (CSO)				
Alternate company security officer (ACSO)				
ACSO (if applicable)				
ACSO (if applicable)				
ACSO (if applicable)				

For Document Safeguarding Capability ONLY:

00 – Address will be principal place of business	
01 – Site address:	
02 – Site address:	

SECTION C – OFFICERS (managing partners, key leadership, signatories, etc.)

Add additional rows or attachments as needed and include management structure chart demonstrating reporting structures

Position title - within your organization	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile



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SECTION D – LIST OF BOARD OF DIRECTORS

Add additional rows or attachments as needed

Position title	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP

Please complete for each level of ownership

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada’s Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include **all** levels of ownership from direct to ultimate.

Note: The organization structure chart with percentages of ownership must be included with your submission

SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet

Ownership - Level 1 (Direct Parent)			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			



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SECTION E-2 - OWNERSHIP LEVEL 2

If there is any additional ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-1 (Level 2)

Name of direct owner from E-1			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

SECTION E-3 - OWNERSHIP LEVEL 3

If there is any additional ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-2 (Level 3)

Name of intermediary ownership from E-2			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			



Protected (once completed)

CONTRACT SECURITY PROGRAM (CSP)

Country of jurisdiction or citizenship			
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SECTION F - JUSTIFICATION (FOR RENEWING ORGANIZATIONS)

Add additional rows or attachments as needed

Please provide all current procurement rationales that have security requirements - i.e. contracts, leases, RFP, RFI, ITQ, supply arrangements, standing offers, etc.

Contract, lease, SA, SO, etc. number	Client / contracting authority	Security Type & level	Expiry date (dd-mm-yyyy)

SECTION G - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)

I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. **I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.**

Surname	Given name
Position title	Telephone number (include extension number if any)
Facsimile number	Email address
Signature	Date (dd-mm-yyyy)

FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM

Recommendations	
Recommended by e-signature	Approved by e-signature