

**MARCH 2023 ..... MEDIUM COMPLEXITY BID SOLICITATION AND RESULTING CONTRACT TEMPLATE (MC) FOR ORGANIZATION DESIGN & CLASSIFICATION CONSULTANT**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is security associated with this requirement.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).

For additional information on security requirements, Bidders 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.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article **B4007T** (2014-06-26) of the resulting contract clauses.

This solicitation is issued pursuant to the Supplier's TSPS SA for Solutions-based professional services Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60ZT-16TSSB, will be to have as many classification specialists' resources as the contract affords to deliver classification services within the DCCO to DND clients, on behalf of ADM (HR-Civ).

### **1.3 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA).
- World Trade Organization-Agreement on government Procurement (WTO-GPA).

### **1.4 General or Procurement Strategy for Indigenous Business (PSIB)**

This requirement is a:

- General Stream Procurement

The requirement is subject to all applicable trade agreements as identified in the Notice of Proposed Procurement (NPP).

PSIB Stream Procurement

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Aboriginal business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

## 1.5 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

### 2.2 Submission of Bids

Bids must be submitted only to [trina.gaumond2@forces.gc.ca](mailto:trina.gaumond2@forces.gc.ca) via email submission by: October 31<sup>st</sup> 2023, 2:00 pm (14h00).

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **3** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Bid Challenge and Recourse Mechanisms**

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(a) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid soft copies to [trina.gaumond2@forces.gc.ca](mailto:trina.gaumond2@forces.gc.ca)

Section II: Financial Bid soft copies to [trina.gaumond2@forces.gc.ca](mailto:trina.gaumond2@forces.gc.ca)

Section III: Certifications and Additional Information soft copies to [trina.gaumond2@forces.gc.ca](mailto:trina.gaumond2@forces.gc.ca)

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

#### **Section I: Technical Bid**

In their Technical Bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their Financial Bid in accordance with the Basis of Payment.

##### **3.1.1 Exchange Rate Fluctuation**

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

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

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

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Evaluation Criteria**

EVALUATION GRID for solicitation #: 2023-ADMHRCIV-0037 TSPS (DCCO)

- (a) Organization Design & Classification Consultant – Intermediate and Senior Level

Name of Resource:

EVALUATION CRITERIA			
		<i>Met</i>	<i>Not Met</i>
M1	Must have recent experience delivering classification and / or organization design services for the Federal Public Service, with sufficient depth and breadth to demonstrate that the resource is capable to work with independence and minimal direction.		
M2	Must have knowledge and experience in performing comparative analysis of the organizations with recommended organizational models.		
M3	Must have significant experience related to analyzing organizations and writing work descriptions.		
M4	Classification Accreditation by Treasury Board is mandatory for the classification grievances work.		

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T \(214-06-26\)](#), Evaluation of Price-Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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

SACC Manual clause [A0031T \(2010-08-16\)](#) Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Bid**

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

##### **5.1.1 Integrity Provisions - Additional Information**

Integrity checks were performed on each Supplier at time of issuance of their respective Supply Arrangement (SA). By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions listed above.

##### **5.1.2 Product Conformance**

By submitting a bid, the Bidder certifies that all services proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A and to the Specifications of the series of SAs issued by PWGSC with the number E60ZT-16TSSB.

##### **5.1.3 Continuance of Certifications**

The Bidder certifies that by submitting a bid in response to this solicitation, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the certifications submitted with its arrangement to become qualified as part of the series of SAs issued by PWGSC with the number E60ZT-16TSSB.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

### 5.2.3 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

## **PART 6 - RESULTING CONTRACT CLAUSES**

*Delete this title and the following sentence at contract award*

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

### **6.1 Security Requirements**

*Choose one of the following two options whether or not security requirements are associated with this contract. If there are security requirements associated with this contract, insert the applicable clauses provided by the [Contract Security Program](#) where indicated and include the Security Requirements Check List as an annex.*

*Consult the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of PWGSC (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website for more information.*

#### **OPTION 1**

*Select this option if there are security requirements and insert related clauses provided by CSP.*

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

#### **6.1.X Contractor's Sites or Premises Requiring Safeguarding Measures**

*If the Contract Security Program clauses indicate that safeguarding measures are required at the Contractor's and proposed individuals' sites or premises, insert the information below, as provided by the Bidder in Part 3 - Section V Additional Information.*

**6.1.X.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor'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

**6.1.X.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

#### **OPTION 2**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work *OR* Requirement**

*Insert SACC Manual clause [B4007C](#) in full text if there is a Statement of Work or [B4008C](#) in full text if there is a Requirement. If the solicitation is subject to the Nunavut Directive and will evaluate IBPs, insert clause [W0207T](#) in full text. Review the instructions in the SACC Manual and choose the appropriate option for the clause being used. Review the title and update the [automatic Table of Contents](#).*

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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.

### 6.3.1 General Conditions

*Insert one of the following general conditions for the resulting contract.*

2010A \_\_\_\_\_ (insert date), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

**OR**

2010B \_\_\_\_\_ (insert date), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**OR**

2010C \_\_\_\_\_ (insert date), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.3.2 Supplemental General Conditions

*If applicable, use the appropriate supplemental general conditions. When more than one supplemental general conditions apply to the requirement, the contracting authority must identify the supplemental general conditions in ascending numerical sequence based on the identification number.*

\_\_\_\_\_ (insert number, date and title), apply to and form part of the Contract.

### 6.3.3 Disclosure of Information

*If the solicitation is subject to the Nunavut Directive, insert clause W0208C in full text. Otherwise, delete title and renumber accordingly.*

### 6.3.4 Implementation of the Inuit Benefits Plan

*If the solicitation is subject to the Nunavut Directive and WILL evaluate Inuit Benefits Plans, insert clauses W0209C, W0211C, and W0212C in full text.*

*If the solicitation is subject to the Nunavut Directive and will NOT evaluate IBPs, retitle this section to "Reporting Unanticipated Inuit and Nunavut Benefits" and insert only clause W0210C in full text.*

## 6.4 Term of Contract

*Insert the following clauses to indicate the period of the Contract (in contracts for goods and in contracts for services) and the delivery date (in contracts for goods). Include in conjunction with SACC Manual clause A9009C if the contract will contain option periods.*

### 6.4.1 Period of the Contract

*Insert SACC Manual clause A9022C in full text in contracts for goods and in contracts for services. When determining the period of the Contract for goods, take into consideration the time required to administer the Vendor Performance Corrective Measure Policy by making sure it ends after the delivery date of the goods.*

### 6.4.2 Delivery Date

*Use this clause in contracts for goods.*

All the deliverables must be received on or before \_\_\_\_\_ (insert the date).

### 6.4.3 Option to Extend the Contract

*For contracts for services that contain option period(s) only, insert SACC Manual clause A9009C in full text. Otherwise, delete the title and renumber accordingly.*

#### 6.4.4 Comprehensive Land Claims Agreement(s)

*If the resulting contract is to allow deliveries to one or more Comprehensive Land Claims Agreements (CLCAs), the contracting authority must list the applicable CLCAs in the contract. Insert the following text with the blanks filled in with the applicable CLCAs:*

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- \_\_\_\_\_

- \_\_\_\_\_

#### 6.4.5 Delivery Points

*Insert the following clause only if applicable to your requirement*

Delivery of the requirement will be made to delivery point(s) specified at Annex "X" of the Contract.

#### 6.5 Authorities

*Use the following clause in all contracts.*

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Public Works and Government Services Canada  
Acquisitions Branch

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

##### 6.5.2 Project Authority

*If applicable, use the following clause and fill in at contract award only. If the term "Technical Authority" is to be used instead, use SACC Manual clause [A1030C](#).*

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

### **6.5.3 Contractor's Representative**

*Fill in or delete as applicable*

### **6.5.4 Canada's Inuit Benefits Plan Authority**

*If your solicitation is subject to the Nunavut Directive and will evaluate IBPs, you may opt to insert clause [W0213C](#). Review the instructions in the SACC Manual for additional information. Otherwise, delete the title and renumber accordingly.*

### **6.5.5 Contractor's Inuit Benefits Plan Authority**

*If your solicitation is subject to the Nunavut Directive and will evaluate IBPs, you may opt to insert clause [W0214C](#). Review the instructions in the SACC Manual for additional information. Otherwise, delete the title and renumber accordingly.*

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

*In contracts for services, insert SACC Manual clause [A3025C](#) in full text, to assist client departments in identifying contracts with former public servants and reporting this information in their Proactive Disclosure of Contracts. Use this clause in conjunction with [A3025T](#) or [A3026T](#). Consult sections [3.90](#) and [7.65](#) of the Supply Manual for additional information.*

### **6.7 Payment**

#### **6.7.1 Basis of Payment**

*Insert the appropriate basis of payment clause from subsection 5-C of the [SACC Manual](#). Additional or alternate clauses may be added, as applicable. Consult section [4.70.20](#) of the Supply Manual for more information.*

#### **6.7.2 Limitation of Expenditure**

*Insert SACC Manual clause [C6001C](#) in full text for all cost reimbursable contracts and fixed time rate contracts subject to a limitation of expenditure.*

**OR**

#### **6.7.2 Limitation of Price**

*Insert SACC Manual clause [C6000C](#) by reference for firm price and ceiling price contracts.*

SACC Manual clause [C6000C](#) \_\_\_\_\_ (*insert date*) Limitation of Price

#### **6.7.3 (Insert title of applicable clause)**

*Insert the applicable SACC Manual clause in respect to method of payment. Examples of clauses to insert in full text: [H1003C](#), [H3009C](#), [H4012C](#). Examples of clauses to include by reference: [H1000C](#), [H1001C](#), [H1008C](#), [H3010C](#), [H3028C](#). This is not an exhaustive list of examples.*

##### **6.7.3.1 IBP Holdback**

*If your solicitation is subject to the Nunavut Directive and will evaluate Inuit Benefits Plans, the Directive requires that an IBP Holdback clause be included in the contract. Otherwise, delete the title and renumber accordingly.*

*For each procurement, the up-to-date version of the IBP Holdback must be obtained from the Strategic Policy Sector's Indigenous Procurement Policy Division (IPPD) at: [PA Contracts Nunavut / AP Nunavut Contracts \(TPSGC/PWGSC\)](#).*

*NOTE: In the event a Contracting Authority would like to implement a holdback clause to enforce the delivery of benefits in procurements not subject to the Nunavut Directive, they must seek legal advice prior to doing so.*

#### **6.7.4 SACC Manual Clauses**

*If applicable, include by reference SACC Manual clauses related to payment. Examples of clauses to include by reference: [A9117C](#), [C0100C](#), [C0101C](#), [C2000C](#), [C2605C](#), [C2608C](#), [C2610C](#). This is not an exhaustive list of examples.*

#### **6.7.5 Electronic Payment of Invoices – Contract**

*Insert below in full text SACC clause H3027C, if applicable, where payment of invoices will be made using electronic payment instruments, Refer to Annex "X" Electronic Payment Instruments, where the Bidder indicated which electronic payment instruments are accepted.*

*Contracting officers must reproduce below, the information from Annex "X" Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

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

#### **6.7.6 Greenhouse Gas Emission Holdback**

*Insert the following clause in full text when the requirement is subject to the GHG Disclosure Standard and it has been determined that a holdback should be applied to incent supplier compliance. Otherwise, delete and renumber accordingly.*

H3009C

#### **6.7.7 ....**

*If applicable, insert in full text additional [SACC Manual](#) clauses with appropriate numbering (e.g., 6.7.5, 6.7.6, etc).*

#### **6.8 Invoicing Instructions**

*Insert the applicable SACC Manual clauses or other approved clauses related to invoicing instructions. Invoicing instructions cover claims for progress payment (including advance and milestone payments); therefore, any reference to invoices would also cover claims for progress payment. Examples of clauses to insert in full text: [H3020C](#), [H3022C](#), [H3024C](#), [H5001C](#).*

***If the solicitation is subject to the Nunavut Directive, the clause MUST clearly indicate that invoices are to be accompanied by a completed and up-to-date IBP Progress Report as described in the IBP Progress Report annex of the Contract.***

*Examples of clauses to insert in full text: [W3020C](#), [W3022C](#), [W5001C](#). Choose the most applicable.*

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

### **6.9.2 Registered on the Inuit Firm Registry (IFR)**

*For competitions that are limited to firms on the Inuit Firm Registry (IFR), insert clause [W0215C](#). Otherwise, delete the title and renumber accordingly.*

### **6.9.3 Federal Contractors Program for Employment Equity - Default by the Contractor**

*Include the following paragraphs for requirements issued on behalf of a Department or Agency subject to the FCP, with a contract value at **\$1,000,000 and above**, options excluded and Applicable Taxes included.*

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

### **6.9.4 SACC Manual Clauses**

*If applicable, insert additional SACC Manual clauses with respect to certifications. These clauses can be included by reference or in full text. Examples include: [A3000C](#), [A3060C](#), [A3021C](#).*

## **6.10 Applicable Laws**

*Ensure the applicable law selected by the proposed contractor, or in the absence of such selection, the law indicated in the bid solicitation, is inserted in the blank. The Bidder, as instructed, will be able to propose a change to the applicable laws in its bid.*

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## **6.11 Priority of Documents**

*The order of documents shown below reflects current Policy and Legal advice. The Contracting Authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable. When more than one supplemental general conditions apply to the requirement, the Contracting Authority must identify the supplemental general conditions in ascending numerical sequence based on the identification number. **If your solicitation is subject to the Nunavut Directive, this must be identified appropriately in the section below, where applicable.***

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions \_\_\_\_\_ (*insert number, date and title*);
- (c) the general conditions \_\_\_\_\_ (*insert number, date and title*);
- (d) Annex X, Statement of Work **OR** Requirement;
- (e) Annex X, Security Requirements Check List (*if applicable*);
- (f) Annex X, Inuit Benefits Plan (*if applicable*);
- (g) Annex X, Inuit Benefits Plan Progress Report (*if applicable*);
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).*

#### **6.12 Defence Contract**

*Include the following clause by reference when the requirement is a defence contract as defined in the Defence Production Act.*

SACC Manual clause A9006C \_\_\_\_\_ (insert date) Defence Contract

#### **6.13 SACC Manual Clauses**

*There may be additional clauses that are relevant to the requirement but are not already included in this template. These can be included by reference or in full text. Ensure appropriate numbering. Examples of SACC Manual clauses to include by reference: A9062C, A9131C, B1501C, B4030C, B4031C, B7500C.*

#### **6.14 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

#### **6.15 ... (*Insert title of applicable SACC Manual clause*)**

*If applicable, insert in full text additional SACC Manual clauses not belonging under existing articles, as stand-alone articles with appropriate numbering (e.g. 6.15, 6.16, etc.). Insert title of applicable clause and update the automatic Table of Contents.*

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**ANNEX "X"**

**STATEMENT OF WORK *OR* REQUIREMENT**

*(Insert if applicable)*

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**ANNEX "X"**

**SECURITY REQUIREMENTS CHECK LIST**

*(Insert if applicable)*

**ANNEX “X” to PART 3 OF THE BID SOLICITATION**

*(insert if applicable)*

**ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

**ANNEX "X" to PART 5 OF THE BID SOLICITATION**

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

*(insert if applicable)*

*Insert the following certification for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at \$1,000,000 and above, options excluded and Applicable Taxes included: (consult [Annex 5.1](#) of the Supply Manual) (Refer also to Part 5 - Certifications and Additional Information and Part 6 - Resulting Contract Clauses)*

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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

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**ANNEX “X” INUIT BENEFITS PLAN**

*(insert when applicable)*

*For each new procurement that is subject to the Directive, an up-to-date Inuit Benefits Plan (IBP), IBP Progress Report and IBP Evaluation template must be obtained from Strategic Policy Sector's Indigenous Procurement Policy Division (IPPD) [TPSGC.PAContratsNunavut-APNunavutContracts.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PAContratsNunavut-APNunavutContracts.PWGSC@tpsgc-pwgsc.gc.ca).*

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## ANNEX “X” INUIT BENEFITS PLAN EVALUATION

*(insert when applicable)*

*For each new procurement that is subject to the Directive, an up-to-date Inuit Benefits Plan (IBP), IBP Progress Report and IBP Evaluation template must be obtained from Strategic Policy Sector's Indigenous Procurement Policy Division (IPPD) [TPSGC.PAContratsNunavut-APNunavutContracts.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PAContratsNunavut-APNunavutContracts.PWGSC@tpsgc-pwgsc.gc.ca).*

**ANNEX “X” INUIT BENEFITS PLAN PROGRESS REPORT**

*(insert when applicable)*

*For each new procurement that is subject to the Directive, an up-to-date Inuit Benefits Plan (IBP), IBP Progress Report and IBP Evaluation template must be obtained from Strategic Policy Sector's Indigenous Procurement Policy Division (IPPD) [TPSGC.PAContratsNunavut-APNunavutContracts.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PAContratsNunavut-APNunavutContracts.PWGSC@tpsgc-pwgsc.gc.ca).*