



This amendment #2 is raised to make changes to the mandatory technical criteria requirements.

REMOVE

Mandatory Technical Criteria	Reference to Page #
<p><u>MTC 1 - Bidder Experience – General Services</u></p> <p>At the time of bid closing, the Bidder <b>MUST</b> demonstrate experience in moving and related services by providing relevant written examples with supporting references of project conduct in the last three (3) years.</p> <p>Note: Each example <b>MUST</b> identify a project specifically involving transportation services including, but not be limited to packing, crating, loading, unloading, and unpacking.</p> <p>The offer must include as a minimum three (3) examples.</p> <p>The following information <b>must</b> be provided for each example:</p> <ul style="list-style-type: none"> <li>▪ <b>client name;</b></li> <li>▪ <b>client address;</b></li> <li>▪ <b>client contact information (i.e. name and telephone number).</b></li> <li>▪ <del>project title;</del></li> <li>▪ <b>project duration (the bidder must clearly indicate the start and end dates of the projects in “YYYY/MM/DD to YYYY/MM/DD” format *if an exact start date cannot be provided, “YYYY/MM to YYYY/MM” format is acceptable);</b></li> <li>▪ <b>brief project description</b></li> <li>▪ <b>number of employees or subcontractors assigned to each project</b></li> </ul> <p>*In order for an example to be considered, all of the above information must be provided in the format that was outlined.</p> <p>References will only be contacted to confirm information provided in the arrangement.</p>	
<p><u>MTC 2 – Regional Service Delivery</u></p> <p>The Bidder <b>MUST</b> complete “Appendix 1 – Zones” and indicate which zones and streams of work they are capable and willing to conduct work in. The filled out copy of “Appendix 1 – Zones” must be attached with the bidder’s submission.</p> <p>*Please note that this will only be used as a method of vendor identification to aid clients when seeking quotations for requirements valued &lt;\$40k. All competitive solicitations valued at &gt;\$40k will be sent out to all qualified vendors under the Supply Arrangement regardless of which zones or streams are checked off on “Appendix 1 – Zones”.</p>	
<p><u>MTC 3 – Indigenous Business Eligibility</u></p> <p>The Bidder <b>MUST</b> indicate below, by checking off “Yes” OR “No”, if they are registered as an <u>eligible indigenous business listed on the Indigenous Business directory.</u></p> <p>Please select one of the two options below:  <input type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>If a Bidder responds “Yes” above, the vendor must complete ANNEX “F” – CERTIFICATE OF ABORIGINAL BUSINESS STATUS and include it as part of their bid.</p>	



<p>*Please note that a “No” answer will not impact the ability for a vendor to qualify to be part of the Supply Arrangement. This information will simply be used as a method to identify indigenous businesses for indigenous set-aside requirements.</p>	
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No

If a Bidder responds "Yes" above, the vendor must complete ANNEX "F" – CERTIFICATE OF ABORIGINAL BUSINESS STATUS and include it as part of their bid.

\*Please note that a "No" answer will not impact the ability for a vendor to qualify to be part of the Supply Arrangement. This information will simply be used as a method to identify indigenous businesses for indigenous set-aside requirements.

All other terms and conditions remain the same.



## RETURN ARRANGEMENTS TO – LES MODALITÉS DE RETOUR À :-

[nc-solicitations-gd@hrsdcc.gc.ca](mailto:nc-solicitations-gd@hrsdcc.gc.ca)

Attention: Mykola Polataiko

*Note to Bidders: ensure e-mails do not exceed 13MB to avoid problems with transmission.*

*Note aux soumissionnaires : veillez à ce que les courriers électroniques ne dépassent pas 13 Mo afin d'éviter tout problème de transmission.*

## REQUEST FOR SUPPLY ARRANGEMENT (RFSA) – DEMANDE D'ARRANGEMENT EN MATIÈRE D'APPROVISIONNEMENT (DAMA)

Proposal To -  
Proposition aux:

Employment and Social Development Canada (ESDC)  
Emploi & Développement Social Canada (EDSC)

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

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

Instructions : See Herein  
Instructions: Voir aux présentes

Comments - Commentaires

## THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT – CE DOCUMENT CONTIENT UNE EXIGENCE DE SÉCURITÉ

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

Issuing Office – Bureau de distribution

**Title - Sujet:** National Moving Services for ESDC Supply Arrangement – Wave B / Services nationaux de déménagement pour l'arrangement en matière d'approvisionnement du EDSC – Vague B

**Solicitation No. – N° de l'invitation:** 100023064/B

**Date:**  
October 17, 2023

**Solicitation Closes – L'invitation prend fin:**  
at – à 14 :00  
on – le October 11, 2023

**Time Zone – Fuseau horaire**  
Eastern Daylight Savings Time (EDT)

**Address Inquiries to – Adresser toutes questions à:**

[nc-solicitations-gd@hrsdcc.gc.ca](mailto:nc-solicitations-gd@hrsdcc.gc.ca)  
Attn: Mykola Polataiko

**Destination – of Goods, Services, and Construction: Destination – des biens, services et construction:**

See Herein.

**Delivery required – Livraison exigée**

**Delivered Offered – proposée**

**Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Telephone No. – N° de téléphone**

**Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-**

**Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)**

**Signature**

**Date**



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement 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 arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
  - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
  - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
  - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Security Requirements Checklist, Model Bid Solicitation Template and Resulting Contract Clauses, Certificate of Aboriginal Business, and any other annexes.

### **1.2 Summary**

- 1.2.1 Employment and Social Development Canada (ESDC) is seeking the provision of moving services that meet a variety of moving needs for office equipment and supplies, but not limited to; office furniture, office equipment, boxes, and various types of supplies on an "as and when requested" basis, within regions across Canada. These services are being sought through a Supply Arrangement which will start March 1, 2024, and expire when ESDC determines that it is no longer advantageous.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 1 - General Information, and Part 6A - Supply Arrangement. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website."

### **1.3 Security Requirements**

- 1. Before issuance of a supply arrangement, the following conditions must be met:
  - (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;



#### **1.4 Debriefings**

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

#### **1.5 Use of an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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





## PART 2 - SUPPLIER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008](#) (2023-06-08) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days  
Insert: 180 days

### 2.2 Submission of Arrangements

Arrangements must be submitted only to Employment and Social Development Canada (ESDC) Bid Receiving Unit by the date, time and place indicated in the RFSA.

[nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca)

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to ESDC will not be accepted.

1. Arrangements must be submitted only to Employment and Social Development Canada (ESDC) by the date, time and place or email address indicated on page 1 of the bid solicitation.
2. Bidders must ensure e-mails do not exceed 13MB to avoid problems with transmission. For security reasons, any information submitted on a USB key will not be evaluated.
3. Canada requires that each arrangement, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 2.1.15.
4. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting an arrangement;
  - b. prepare its arrangement in accordance with the instructions contained in the solicitation;
  - c. submit by solicitation closing date and time a complete bid;
  - d. send its arrangement only to the e-mail address specified on Page 1;
  - e. ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
  - f. provide a comprehensible and sufficiently detailed arrangement, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.



5. Canada will provide bid solicitations and related documents by email. All amendments, including significant enquiries received and their replies will also be sent by email. It is the sole responsibility of the Bidder to ensure the accuracy of the email address used as part of the solicitation. Canada will not be liable for any oversight on the Bidder's part for their management of emails and communications with Canada regarding the solicitation.
6. Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
7. Arrangement documents and supporting information may be submitted in either English or French.
8. Arrangements received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) ( R.S. 1985, c. A-1) and the [Privacy Act](#) ( R.S., 1985, c. P-21).
9. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's arrangement. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
10. An arrangement cannot be assigned or transferred in whole or in part.

### **2.1.5 Late bids**

Canada will defer arrangements delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 2.1.6 to the next wave of bid solicitations, as per 6.7 On-going Opportunity for Qualification.

### **2.1.6 Delayed bids**

1. A bid delivered to the specified address after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
  - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Canada are:
    - i. a CPC cancellation date stamp;
    - ii. a CPC Priority Courier bill of lading;
    - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent before the solicitation closing date.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by Canada.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.



### **2.3 Former Public Servant - Notification**

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **2.4 Federal Contractors Program for Employment Equity - Notification**

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

### **2.5 Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 5 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

### **2.6 Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

### **2.7 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)

(c) 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.

## **2.8 Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **3.1 Arrangement Preparation Instructions**

#### **By Email:**

[nc-solicitations-gd@hrscd-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrscd-rhdcc.gc.ca)

(Size limit – 13MB)

Canada requests that the arrangement be gathered per section and separated as follows:

Section I: Technical Arrangement  
Section II: Certifications

No prices must be indicated in any section of the arrangement.

#### **Section I: Technical Arrangement**

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Certifications**

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

***NOTE TO BIDDERS:*** *It is critical to complete and submit the Application for Registration (AFR) form under 5.2.2 Security Requirements – Required Documentation with their submission to be given further consideration in the procurement process.*



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

**Attention Bidders:** Indicate beside each of the criteria the relevant page number(s) of your Technical Proposal which addresses the requirements identified in the Criteria.

Mandatory Technical Criteria	Reference to Page #
<p><u>MTC 1 - Bidder Experience – General Services</u></p> <p>At the time of bid closing, the Bidder <b>MUST</b> demonstrate experience in moving and related services by providing relevant written examples with supporting references of projects conducted in the last three (3) years.</p> <p>Note: Each example <b>MUST</b> identify a project specifically involving transportation services including, but not be limited to packing, crating, loading, unloading, and unpacking.</p> <p>The offer must include as a minimum three (3) examples.</p> <p>The following information <b>must</b> be provided for each example:</p> <ul style="list-style-type: none"> <li>▪ <b>client name;</b></li> <li>▪ <b>client adress (client headquarters or final delivery address);</b></li> <li>▪ <b>client contact information (i.e. name and telephone number).</b></li> <li>▪ <b>project duration (the bidder must clearly indicate the start and end dates of the projects in “YYYY/MM/DD to YYYY/MM/DD” format *if an exact start date cannot be provided, “YYYY/MM to YYYY/MM” format is acceptable);</b></li> <li>▪ <b>brief project description</b></li> <li>▪ <b>number of employees or subcontractors assigned to each project</b></li> </ul> <p>*In order for an example to be considered, all of the above information must be provided in the format that was outlined.</p> <p>References will only be contacted to confirm information provided in the arrangement.</p>	
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**MTC 3 – Indigenous Business Eligibility**

The Bidder **MUST** indicate below, by checking off “Yes” OR “No”, if they are registered as an eligible indigenous business listed on the Indigenous Business directory.

Please select one of the two options below:

Yes

No

If a Bidder responds “Yes” above, the vendor must complete ANNEX “F” – CERTIFICATE OF ABORIGINAL BUSINESS STATUS and include it as part of their bid.

\*Please note that a “No” answer will not impact the ability for a vendor to qualify to be part of the Supply Arrangement. This information will simply be used as a method to identify indigenous businesses for indigenous set-aside requirements.

**4.2 Basis of Selection – Mandatory Technical Criteria**

To be declared responsive, an arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.



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

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

### **5.1 Certifications Required with the Arrangement**

Suppliers must submit the following duly completed certifications as part of their arrangement.

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

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

### **5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information**

The certifications and additional information listed below should be submitted with the arrangement but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Security Requirements – Required Documentation**

In accordance with the [requirements of 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>), the Supplier must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Suppliers are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, suppliers 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 extensions granted by the Contracting Authority in its discretion), or if Canada requires further information from the Supplier in connection with assessing the request for





security clearance (i.e., information not required by the AFR form), the Supplier 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 Supplier fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.



## **PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

### **A. SUPPLY ARRANGEMENT**

#### **6.1 Arrangement**

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

#### **6.2 Security Requirements**

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

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 B;
- b) Contract Security Manual (Latest Edition).

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

All clauses and conditions identified in the Supply Arrangement 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.

##### **6.3.1 General Conditions**

2020 (2022-12-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

#### **6.4 Term of Supply Arrangement**

##### **6.4.1 Period of the Supply Arrangement**

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins March 1, 2024.

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

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land



Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Supply Arrangement.

### **6.5 Authorities**

#### **6.5.1 Supply Arrangement Authority (to be completed at arrangement award)**

The Supply Arrangement Authority is:

Name:

Title:

Employment and Social Development Canada

Address:

E-mail address:

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

#### **6.5.2 Supplier's Representative (to be completed at arrangement award)**

The Supplier's Representative is:

Name:

Title:

Company:

Address:

E-mail address:

### **6.6 Identified Users**

The Identified User of this Supply Arrangement is Employment and Social Development Canada (ESDC).

### **6.7 On-going Opportunity for Qualification**

A Request for Supply Arrangements (RFSA) will be issued in accordance with the process set out below to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

The initial notice (100023064/A) was posted on September 8, 2023 in order to begin the qualification process for bidders who have submitted arrangements for the initial notice.

This notice (100023064/B) will be left continuously posted on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Qualified vendors will be added to the Supply Arrangement, as they have been deemed to qualify.



## 6.8 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2022-12-01), General Conditions - Supply Arrangement - Goods or Services;
- (c) ANNEX "A"- STATEMENT OF WORK;
- (d) ANNEX "B" – SECURITY REQUIREMENTS CHECKLIST (SRCL);
- (e) ANNEX "C" – MODEL BID SOLICITATION TEMPLATE AND RESULTING CONTRACT CLAUSES;
- (d) the Supplier's arrangement dated \_\_\_\_\_;

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

## 6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA'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 Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

## 6.12 Suspension, Cancellation or Deletion of a Supplier

Suspension, cancellation or deletion of a supplier from the list of suppliers will not relieve the Supplier from completing any contract(s) which may be in place at the time of the removal.



## **B. BID SOLICITATION**

### **6.1 Bid Solicitation Documents**

Canada will use the bid solicitation template found at Annex C – MODEL BID SOLICITATION TEMPLATE AND RESULTING CONTRACT CLAUSES;

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
  - **Federal Contractors Program (FCP) for Employment Equity - Notification** (*if applicable*);
  - **Integrity Provisions - Declaration of Convicted Offences**;
- (h) conditions of the resulting contract.

### **6.2 Bid Solicitation Process**

**6.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

**6.2.2** Each bid solicitation should only include requirement that can be defined. For example, the location, content, and timeframe of required relocation service should be clearly defined in the solicitation document.

**6.2.3** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA. The Bid Solicitation document prepared by the Procurement Officer will describe how the selection process of the supplier will be made. A requirement over \$40,000.00 must be solicited among all qualified suppliers on the Supply Arrangement. It is strongly recommended that a bid solicitation be solicited from all qualified suppliers on the Supply Arrangement even if the requirement is under \$40,000.00 and the Procurement Officer is expected to be able to justify any action to direct any requirement under SA to a particular supplier. However, requirements <\$40,000 are permitted to be directed to any supplier that has been issued a SA.

**6.2.4** The bid solicitation will be sent directly to suppliers. The bid solicitation prepared by the Procurement Officer will not be published on the Government Electronic Tendering System (GETS), but will be sent directly to qualified suppliers of the Supply Arrangement.

**6.2.5** Contract issued through a competitive process via this SA shall not exceed the upper limit \$3,750,000.00 including amendments and GST/HST. If the individual contract is over



\$3,750,000.00 (taxes included), the Procurement Officer advise their client to submit a new requisition that will be sent to PSPC for processing.

- 6.2.6 Attached Annex "C", Model Bid Solicitation Form and Resulting Contract Clauses is an example to be used in the preparation of the bid solicitation/contract by the Procurement Officer.



## **C. RESULTING CONTRACT CLAUSES**

### **6.1 General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation found at ANNEX C – MODEL BID SOLICITATION TEMPLATE AND RESULTING CONTRACT CLAUSES.

For any contract to be awarded using the template:

- (a) **MC** (for medium complexity requirements), general conditions [2010C](#) (2022-12-01) will apply to the resulting contract(s);



## ANNEX "A" - STATEMENT OF WORK

### 1. Title

Moving and related services on an "as and when requested" basis across Canada.

### 2. Objective

To provide moving services that meet a variety of moving needs for office equipment and supplies, but not limited to; office furniture, office equipment, boxes, and various types of supplies on an "as and when requested" basis, within regions across Canada.

**NOTE:** Boxes may include, but not be limited to, ESDC employees' personal belongings (document, files, notebooks, pens, etc.), technology (such as keyboards, mice, and other computer peripherals, etc.) and other office equipment.

There may be circumstances where boxes containing protected B documents will need to be transported. Protected B documents must be transported in accordance with the RCMP Guide: [Transport, Transmittal and Storage of Protected and Classified Material](#)

To ensure transport of protected B documents, the client will be responsible for packing the boxes with the appropriate materials (commercial case / pack - Lockable). Once, packed, the boxes must be secured with zip ties on trailers, and these ties cannot be broken until they reach their destination.

For transportation services within a province or between provinces may require the service of overnight storage. Such a request must only be related to transportation services, any other storage service must be requested under the nation storage services supply arrangement.

As a minimum, protected document must be stored in approved containers and appropriate zone in accordance with of the RCMP Guide: [Transport, Transmittal and Storage of Protected and Classified Material](#)

Services will include but not be limited to moves within one specific site location/building (**Stream 1: Inter-Building**), moves within a city (**Stream 2: Intra-City**), within one province (**Stream 3 – Intra-Provincial**), or between provinces (**Stream 4 – Inter-Provincial**) as identified in Appendix "1"- Zones.

### 3. Scope

The Contractor must carry out the following services, but will not be limited to, the moving of full office suites, office furniture, computers, workstation systems, office equipment, filing cabinets, shelving, computer hardware, boardrooms, full kitchens, other workplace items such as fridges, microwaves; as well as packing, crating, loading, transporting, unloading, unpacking, uncrating, and cleanup at the end of each move.





Transportation services will be provided from one location to another destination within the following 4 streams:

<b>Stream 1: Inter-Building</b>	
Inter-Office/Building zone	Moving services in one building within or between identified rooms/offices. Example: moving or exchanging furniture from one floor to another or one office suite to another.
<b>Stream 2: Intra-City</b>	
Intra-City Moves	Moving services required within one local area of a specified city. Example: Moving goods from one office to another office within the same city, moving goods from site to disposal; moving goods/furniture from warehouse to site or vice/versa.
<b>Stream 3 – Intra-Provincial</b>	
Intra-Provincial Moves	Moving services within one province. Example: Moving goods from one office located in Ottawa to another office located in Kingston.
<b>Stream 4 – Inter-Provincial</b>	
Inter-Provincial Moves	Moving services between provinces across Canada. Example: Moving goods from one office located in Winnipeg, MB to Edmonton, AB.

### 3.1. General Services

#### 3.1.1. Moving Services

Such services include, but shall not be limited to:

- a) Occasionally, depending on the scope of the project, the contractor must provide for packing, crating, loading, transportation, unloading, and unpacking.

Occasionally, depending on the items to be moved, the contractor must be required to provide straightforward assembly and disassembly services of office furniture, i.e., chairs can be disassembled to facilitated transport.

However, any furniture items or office equipment that require major dismantling and installation services, such as lockers, filing cabinets, panel frames, and docking station, should be conducted thought the National equipment, installation, cabling, staging, and packing services SA.

- 3.1.2. During and after each move the Contractor will be responsible to account for their moving equipment and materials (i.e., plastic bins, moving blanket, dollies, tools etc.). Government of Canada will not compensate for any lost, broken, or misplaced moving equipment and materials.
- 3.1.3. The Contractor must not move items that have not been identified unless advised otherwise by the Project Authority.
- 3.1.4. Where elevators are to be used for a move, the elevator cab must be lined and properly protected.
- 3.1.5. Doors and door openings must be protected from potential damage, when applicable. When necessary, the Contractor must remove doors from the frames and reinstall without damage at the end of the services.



- 3.1.6. The Contractor must provide transportation to and from the work sites for the Contractors' personnel, equipment and all related materials and supplies required for the performance of the work. The Project Authority or an onsite representative appointed by the Project Authority and the Contractor's Representative will conduct inspections of the sites and goods to be moved prior and upon completion of the work. All losses, damages and deficiencies will be jointly recorded.
- 3.1.7. The Contractor must be responsible for advising Project Authority immediately in writing if a mishap, breakdown, or accident has occurred and advise of any time delay and what action is being proposed to minimize the delay.
- 3.1.8. All work performed under the terms and conditions of any resulting contract will be subject to inspection and acceptance by the Project Authority.

### 3.2. Vehicles

- 3.2.1. The Contractor must be able to provide necessary vehicles to exchange furniture and other items on site requiring removal during delivery of the new furniture and other items.
- 3.2.2. The Contractor must be able to provide a sufficient and appropriate fleet vehicles.
- 3.2.3. The Contractor is required to have readily available back-up vehicles in case of breakdown at no additional cost to the Project Authority.
- 3.2.4. The Contractor is required to ensure that all vehicles are clean and in good working order. If necessary, ramps or walk boards will be required for the move and must be provided by the Contractor.
- 3.2.5. The Contractor may be required to have a forklift truck and roller jacks available for specific moves, when required by the Project Authority.
- 3.2.6. The Contractor is responsible to assume any permits and/or parking related fees associated with loading/unloading, pickup and deliveries.
- 3.2.7. The Contractor must ensure that all vehicles used to fulfill the terms of the contract will be properly registered and carry all authorities and licenses required by the appropriate Municipal, Provincial or Federal Regulatory Bodies. Proof of operating licenses must be provided upon request.
- 3.2.8. The Contractors must ensure that all their drivers have the required licenses for the vehicle they are driving.

### 3.3. Packaging materials and supplies

The Contractor will supply packaging, materials and supplies including but not limited to cardboard boxes, labels, tape and plastic bins with lids, and security ties, necessary to perform all tasks properly, efficiently, and safely, at no additional cost to the Project Authority.

The Contractor must provide all necessary supplies such as: clean moving blankets, padding, paper, wrapping, boxes, crates, or other appropriate packing materials to do the required work and prevent any breakage or damage to the goods.

### 3.4. Equipment, Resources, Tool Kits

The Contractor is required to provide all the resources, tools, lifting equipment and supplies, necessary to perform all tasks properly, efficiently, and safely, at no additional cost to the Project Authority.

Examples of equipment that may be required, but not limited to:

- 4 wheel padded dollies;
- screen carts;
- floor protection sheets



- corner protectors;
- shrink wrap;
- dollies;
- blankets/furniture pads;
- ramps required for the move;
- Rolls of tape.

Required for minor disassembly and assembly such as office furniture.

Each crew will have ready for usage, the necessary tool kits, consisting of the following, but not limited to:

- Robertson screwdrivers, sizes #6 and #8;
- Philips screwdrivers, sizes #5 and #8;
- two sizes of standard (flat head) screwdrivers, sizes #6 and #8;
- long needle nose pliers;
- vice grips;
- side cutters;
- metric and Imperial wrenches (complete sets);
- rubber and Ball-peen hammers;
- cordless drills (with #6 and #8 Robertson screwdriver bits and Philips bits) with extra recharged batteries;
- metric and Imperial Allen keys (complete sets);
- 100-foot measuring tape.

### 3.5. Personnel

- a) Contractor's personnel assigned to this work must be capable and experienced movers, and packers.
- b) Personnel must have the necessary knowledge for the provision of sequential packing, dismantling and assembling of office furniture.
- c) The crew leader must be able to read screen, floor plans and furniture layouts.
- d) The contractor must ensure that all the contractor's employees use proper personal protective equipment through the move. This includes but is not limited to: Steel toed footwear, eye, and hearing protection, when necessary.
- e) Personnel must always display the Contractor's name or logo on their outer garment(s) for identification purposes during the work.
- f) Contractor must provide work personnel appropriate to the quantity of goods required for the move.
- g) Each move, regardless of how big or small, requires a crew supervisor.
- h) If at any time during the contract, the proposed resources are unavailable to carry-out the required services, the Contractor is to provide replacement personnel who are of similar ability and attainment.

### 3.6. Hours of Service

- 3.6.1. Work may be conducted during Normal Business Hours is defined as from 8:00AM to 5:00PM (NST, AST, EST, CST, MST, PST), Monday through Friday except Federal Government Statutory holidays.
- 3.6.2. Contracts could require that work be completed during Outside Normal Businesses Hours is defined as:



- between 5:00PM through 08:00AM hours (NST, AST, EST, CST, MST PST), Monday through Friday except Federal Government Statutory holidays.
  - all hours on Federal Government Statutory holidays.
  - all hours on Saturdays and/or Sundays.
- 3.6.3. The work schedule may be subject to change in the event of unforeseen circumstances and as authorized by the Project Authority.

### 3.7. Postponement

- 3.7.1. Notice of Postponement: The Project Authority will provide the Contractor notice as soon as they are made aware of any changes made to the scope of the project.

### 3.8. Site Regulations

- 3.8.1. The Contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed.
- 3.8.2. The Contractor must adhere to all emergency, fire safety, and security regulations in the buildings.
- 3.8.3. The Contractor must not block any fire exit corridor, exit door, elevator, lobby, or hallway with any materials.
- 3.8.4. While performing services, the Contractor's personnel must not engage in the following activities, including but not limited to:
- Smoking in the client's facilities;
  - damage Crown property of any type;
  - arrive at the work site under the influence of illegal drugs or alcohol;
  - consume alcoholic beverage on the job;
  - use unprofessional manners and/or offensive languages of any type;
  - use unassigned washrooms without permission;
  - use government telephones without prior approval of client;
  - engage in prolonged discussions or arguments regarding the job;
  - perform any work not specified in the Contract without approval of client;
  - request or accept any articles or currency as a gratuity for the work performed under the Contract.

### 3.9. Special Conditions

- 3.9.1. The Contractor must provide proof of bonding, and insurance.

## 4. Work Locations

Various sites across Canada within or across zones as identified in Appendix "1" – Zones.

## 5. Constraints

Some sites have no service elevators or loading docks, to be identified within each individual requirement.



### ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 100023064/A
Security Classification / Classification de sécurité UNCLASSIFIED

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 10023064/A
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

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

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

Special comments:  
Commentaires spéciaux : An escort is required at all times in the ESDC/Service Canada restricted areas.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 10023064/A
Security Classification / Classification de sécurité UNCLASSIFIED

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 100023064/A
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

Name (print) - Nom (en lettres moulées) Gorber Benson		Title - Titre DG, Regional Serv. & Real Prop	Signature <b>Gorber, Benson</b>	Digitally signed by Gorber, Benson Date: 2023.08.22 12:06:11 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel benson.gorber@hrsdc-rhdcc.gc.ca	Date	

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

Name (print) - Nom (en lettres moulées) Valerie Asselin		Title - Titre Manager, Deputy Regional Security Office	Signature <b>Asselin, Valerie</b>	Digitally signed by Asselin, Valerie Date: 2023.08.23 14:35:40 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel valerie.asselin@servicecanada.gc.ca	Date	

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

No / Non     Yes / Oui

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

Name (print) - Nom (en lettres moulées) <b>Mykola Polataiko</b>		Title - Titre <b>Senior Procurement Officer</b>	Signature <b>Polataiko, Mykola</b>	Digitally signed by Polataiko, Mykola DN: cn=CA, o=GC, ou=HRSD, ou=RHDCC, ou=Polataiko, mail=, postal=, see the author of this document Location: Date: 2023.08.25 16:20:04W Full PDF subset version: 1.1.2
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel mykola.polataiko@hrsdc-rhdcc.gc.ca	Date	

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

Name (print) - Nom (en lettres moulées) <b>Janette Meinert Contract Security Officer Janette.Meinert@tpsgc-pwgsc.gc.ca</b>		Title - Titre	Signature <b>Meinert, Janette</b>	Digitally signed by Meinert, Janette Date: 2023.09.06 14:33:21 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	





**APPENDIX 1 – ZONES**

<b>Offeror Name:</b>	<i>(Please insert bidder name here)</i>
----------------------	---

Zone #	Zone Name	Stream 1: Inter-Building	Stream 2: Intra-City	Stream 3 – Intra-Provincial	Stream 4 – Inter-Provincial moves
1	British Columbia				
2	Alberta				
3	Saskatchewan				
4	Manitoba				
5	Ontario				
6	Quebec				
7	New Brunswick				
8	Nova Scotia				
9	New Foundland and Labrador				
10	Prince Edward Island				
11	Yukon				
12	Northwest Territories				

Instructions to Bidders: Please check off all applicable streams of work that are being offered within each province. Ex: If the Bidder is capable of providing Stream 1 services within British Columbia, check off the applicable box. Ex 2: If the Bidder is capable of providing Stream 4 services to only British Columbia, Alberta and Yukon, check off the applicable boxes under Stream 4.

\*Please note that this will only be used as a method of vendor identification to aid clients when seeking low-dollar value quotations for requirements valued <\$40k. All competitive solicitations will be sent out to all qualified vendors under the Supply Arrangement regardless of which zones or streams are checked off on "Appendix 1 – Zones".



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## **ANNEX C – MODEL BID SOLICITATION TEMPLATE AND RESULTING CONTRACT CLAUSES**

This Annex provides information on the Request for Proposal (RFP) template that the ESDC Procurement Officers may use during the bid solicitation stage as well as the applicable resulting contract clauses at contract award. The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document.

These forms will be made available via ESDC's internal file management system and OneNote.

---

### **REQUEST FOR PROPOSAL (RFP)**

---

#### **ESDC MOVING SERVICES SUPPLY ARRANGMENT**

#### **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT (IF APPLICABLE)**

**This is an RFP issued against the ESDC Moving Services Supply Arrangement (SA) 100023064. All terms and conditions of the original solicitation 100023064 representing the resulting Supply Arrangement issued apply and shall be incorporated in to any resulting contract.**

(Note to Procurement Officers only: Individual RFPs and the associated resulting contract clauses may be modified to suit individual Identified User requirements. For example: the nature of requirement (must be related within the scope of the SA), the terms of the resulting contract, the evaluation methodology may all be tailored to individual client requirements.)

The articles in the resulting contract clauses are mandatory in their entirety, unless otherwise indicated. Suppliers submitting a Bid containing statements implying their Bid is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive. Potential qualified suppliers regarding the Model Bid Solicitation (including the resulting contract clauses) should raise such concerns in accordance with the Enquiries provision of this RFSA.



**RETURN BIDS TO:**

**By Email:**

[nc-solicitations-gd@hrsdcc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdcc-rhdcc.gc.ca)

(Size limit – 13MB)

*(remove mail option if not used)*

**By mail:**

**Employment and Social Development  
Canada (ESDC)**

140 Promenade du Portage  
Place du Portage IV, Level 01  
Gatineau, Quebec  
K1A 0J9

**Attention:**

*(insert Contracting Authority's name)*

<b>Title:</b>	
<b>Solicitation No.:</b>	<b>Date:</b>
<b>File No. – N° de dossier:</b>	
<b><u>Solicitation Closes</u></b> <b>At 02 :00 PM / 14 h</b> <i>(insert date)</i>	<b>Time Zone</b> Eastern Standard Time (EST) or EDST
<b>Address Inquiries to :</b> John Doe 819-111-1111 <a href="mailto:john.doe@hrsdcc-rhdcc.gc.ca">john.doe@hrsdcc.gc.ca</a>	
<b>Destination:</b> See Herein	

**REQUEST FOR PROPOSAL**

**Proposal To: Employment and Social Development Canada**

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

**Instructions : See Herein**

**Vendor/Firm Name and address**

<b>Vendor/firm Name and address :</b>	
<b>Facsimile No. :</b> <b>Telephone No. :</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print):</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	<b>Date:</b>



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SAMPLE



**Remark to Contracting Authority:**

*Remarks and instructions are in italics and blue. All these remark/instructions must be removed in order for the RFP to be finalized.*

**Instructions:**

*Except where indicated, do not modify or change the order or content of the template.*

*Review all remarks and instructions in this template to ensure the proposed clause is applicable to the requirement, otherwise, delete the clause and associated remarks and instructions and renumber accordingly.*

*Prior to issuing the bid solicitation document:*

- 1. ensure clause numbering is sequential;*
- 2. delete all unused options, instructions and remarks;*
- 3. delete any clauses that are not applicable to the requirement; and*
- 4. update the Table of Contents. (MS Word menu: References – Update Table – Update Entire Table)*

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the General Conditions, Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes. *(Modify this paragraph and the Table of Contents, as applicable).*

### **1.2 Summary**

*Include the following items listed below, as applicable. For consistency, use the same wording to describe the requirement in the Notice of Proposed Procurement (NPP), as formulated in this article.*

- 1.2.1 *insert a brief description of the requirement detailed under the Statement of Work of the bid solicitation. The description should include enough information for suppliers to decide whether to respond to the bid solicitation (for whom, the period of the contract or delivery date, delivery point, etc...).*



- 1.2.2 *include the following sentence for requirements that contain security requirements:*  
There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, 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.
- 1.2.3 *Include the following sentence for requirements that have been set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). DO NOT include when the Nunavut Directive applies.*  
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, refer to [Annex 9.4](#) of the Supply Manual.
- Insert the following sentence, if applicable:*  
This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.
- Insert the following sentence, if applicable:*  
Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
- 1.2.4 *Include the following sentence if there is a bidders' conference, a site visit or both, also choose if optional or mandatory.*  
There is a \_\_\_\_\_ (*insert* "optional" *or* "mandatory" bidders' conference and site visit *OR* bidder's conference *OR* site visit) associated with this requirement where personnel security screening is required prior to gaining access to \_\_\_\_\_ (*insert* PROTECTED information, assets or sites *or* CLASSIFIED information, assets or sites). Consult Part 2 – Bidder Instructions.
- 1.2.5 *Include the following sentence for requirements subject to the FCP (estimated at \$1,000,000 and above, options excluded and Applicable Taxes included).*  
The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

### 1.3 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

#### 2.1.1 Integrity provisions—bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [\*Ineligibility and Suspension Policy\*](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the [\*Ineligibility and Suspension Policy\*](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or





declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

### 2.1.2 Standard instructions, clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act* ( S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

### 2.1.3 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### 2.1.4 Submission of bids

11. Bids must be submitted only to Employment and Social Development Canada (ESDC) by the date, time and place or email address indicated on page 1 of the bid solicitation.
12. Bidders must ensure e-mails do not exceed 13MB to avoid problems with transmission. For security reasons, any information submitted on a USB key will not be evaluated.
13. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 2.1.15.
14. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by solicitation closing date and time a complete bid;
  - d. send its bid only to the e-mail address specified on Page 1;
  - e. ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
  - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
15. Canada will provide bid solicitations and related documents by email. All amendments, including significant enquiries received and their replies will also be sent by email. It is the sole responsibility of the Bidder to ensure the accuracy of the email address used as part of the solicitation. Canada will not be liable for any oversight on the Bidder's part for their management of emails and communications with Canada regarding the solicitation.
16. Bids will remain open for acceptance for a period of not less than **90 (modify as required)** days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion,



either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

17. Bid documents and supporting information may be submitted in either English or French.
18. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) ( R.S. 1985, c. A-1) and the [Privacy Act](#) ( R.S., 1985, c. P-21).
19. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
20. A bid cannot be assigned or transferred in whole or in part.

#### **2.1.5 Late bids**

Canada will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 2.1.6.

Late physical bids will be returned, and for bids submitted electronically, the late bids will be deleted.

#### **2.1.6 Delayed bids**

4. A bid delivered to the specified address after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
  - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Canada are:
    - i. a CPC cancellation date stamp;
    - ii. a CPC Priority Courier bill of lading;
    - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent before the solicitation closing date.
5. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by Canada.
6. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### **2.1.7 Customs clearance**

It is the responsibility of the Bidder to allow sufficient time to obtain Customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 2.1.6.

#### **2.1.8 Legal capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.



### 2.1.9 Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

### 2.1.10 Rejection of bid

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:
    - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
    - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:



- a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

#### **2.1.11 Communications—solicitation period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be provided by email. For further information, consult subsection 5 of section 2.1.4.

#### **2.1.12 Price justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

#### **2.1.13 Bid costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

#### **2.1.14 Conduct of evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c. request, before award of any contract, specific information with respect to bidders' legal status;
  - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.



- f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
    - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
  2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

#### **2.1.15 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

#### **2.1.16 Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider



itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

### 2.1.17 Entire requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

### 2.1.18 Further information

For further information, bidders may contact the Contracting Authority identified in the bid solicitation.

### 2.1.19 Code of Conduct for Procurement—bid

The *Code of Conduct for Procurement* provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

## 2.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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: 2019-01 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.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than \_\_\_\_\_ (*insert number of days*) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory*).



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

## 2.5 Improvement of Requirement during Solicitation Period

*If applicable, insert clause [A9076T](#) in full text to advise Bidders that they can propose improvement to the technical requirement(s) contained in the bid solicitation. If not applicable, delete and update the [automatic Table of Contents](#). Ensure appropriate numbering.*

## 2.6 Bidders' Conference

*If applicable, insert clause [A9083T](#) in full text to advise Bidders that a bidder conference will take place. If not applicable, delete and update the [automatic Table of Contents](#). Ensure appropriate numbering.*

## 2.7 Optional Site Visit OR Mandatory Site Visit

*As applicable, insert clause [A9038T](#) in full text if the site visit is optional or clause [A9040T](#) if it is mandatory for Bidders to view the work site during the bid solicitation period to fully understand the scope of the work and the conditions of the site. If not applicable, delete and update the [automatic Table of Contents](#). Ensure appropriate numbering.*

## 2.9 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)
- (c) 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

Canada requests that Bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separate files, as follows:

Section I: Technical Bid, 1 soft copy via e-mail;

Section II: Financial Bid, 1 soft copy via e-mail;

Section III: Certifications, 1 soft copy via e-mail.

Section IV: Additional Information, 1 soft copy via e-mail. *(Delete if not applicable)*

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation when preparing their bid.

#### Section I: Technical Bid

*Additional SACC Manual clauses may be inserted here to provide additional instructions for the preparation of the technical bid, for example clause: A9097T.*

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability \_\_\_\_\_ (*insert, if applicable: "and describe their approach"*) in a thorough, concise and clear manner for carrying out the work.

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

#### Section II: Financial Bid

*Revise the following clause depending on how Bidders are being asked to propose pricing. Remember to insert the applicable document or table that the Bidders are being asked to complete with their pricing information.*

Bidders must submit their financial bid in accordance with the \_\_\_\_\_ (*insert: "Financial Bid Presentation Sheet detailed below" (or in Annex "X") OR "Pricing Schedule detailed below" (or in Annex "X") OR "Basis of Payment in Annex "X")*).

#### 3.1.1 Electronic Payment of Invoices – Bid

*Insert the following clause, if applicable, when the client department would like to know whether the Bidder is willing to accept payment of invoices by electronic payment instruments listed at Annex "X" Electronic Payment Instruments. The Bidder must complete Annex "X" Electronic Payment Instruments to identify which electronic payment instruments they are willing to accept.*

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "X" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "X" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.



Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 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.

*After discussion with management, replace the above text with SACC Manual clause [C3010T](#) when offering Bidders the option to mitigate their risk by having Canada assume the risks and benefits of exchange rate fluctuations. Consult section [4.65](#) of the Supply Manual for additional information. Note that clause [C3015C](#) must be added to the resulting contract clauses, when C3010T is used.*

### Section III: Certifications

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

### Section IV: Additional Information

*Delete if not applicable or insert other additional information such as when Part C of the Security Requirements Check List (SRCL) indicates the category(ies) and level(s) of safeguarding required at the Bidder's and proposed individuals' sites or premises (Consult section [4.30.15](#) of the Supply Manual), then add the following, if applicable:*

### 3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

**3.1.3.1** As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder'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 Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



## 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.

*Choose one of the following 3 options under 4.1.1. It is important that contracting authorities ensure mandatory criteria represent truly essential requirements. The number of mandatory criteria should be minimized to those that are essential to meet the operational requirements in order to increase the probability of receiving responsive bids.*

#### **OPTION 1**

*Use Option 1 when there are mandatory technical criteria only (i.e. no technical criteria subject to point-rating).*

##### 4.1.1 Technical Evaluation

###### 4.1.1.1. Mandatory Technical Criteria

*Insert mandatory technical evaluation criteria, if applicable*

#### **OPTION 2**

*Use Option 2 when there are mandatory and point-rated technical criteria.*

##### 4.1.1 Technical Evaluation

###### 4.1.1.1 Mandatory Technical Criteria

*(Insert mandatory technical evaluation criteria, if applicable.)*

###### 4.1.1.2 Point Rated Technical Criteria

*(Insert point rated technical evaluation criteria, if applicable.)*

#### **OPTION 3**

*Option 3 is used if the technical evaluation criteria are too voluminous and are included in an annex attached to the bid solicitation. Modify this option depending on the type of point-rated criteria being evaluated. Renumber accordingly.*

##### 4.1.1 Technical Evaluation

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

##### 4.1.2 Financial Evaluation

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

###### 4.1.2.1 Mandatory Financial Criteria

*Insert mandatory financial evaluation criteria, or include in an Annex, if applicable.*

### 4.2 Basis of Selection

*Select the appropriate option for the basis of selection depending on the mandatory and/or point-rated criteria being evaluated above.*

#### **OPTION 1**



*Can be used when only mandatory technical criteria are being evaluated. In cases where point rated technical evaluation criteria are also used, replace Option 1 with A0034T "Basis of Selection – Minimum Point Rating".*

#### 4.2.1 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.

If two or more responsive bids have identical bid price and this price is determined to be the lowest evaluated bid price, the bid who represents best value for Canada will be recommended for contract award. Best value for Canada will be determined using the information provided in the bids in regards to (select or add a best value consideration) e.g. Environmental considerations; Indigenous considerations; Canadian content; delivery date; etc. If a winning bid cannot be determined using best value, Canada will randomly select the bid to be recommended for contract award.

#### OPTION 2

*Can be used when both mandatory and point-rated criteria are being evaluated:*

#### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and

*Choose one of the following options:*

##### Option 1

- c. obtain the required minimum of \_\_\_\_ (insert minimum number of points) points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of \_\_\_\_ (insert total number of available points) points.

**OR**

##### Option 2

- c. obtain the required minimum points specified (choose "for each criterion" **OR** for criterion number "\_\_\_\_" **OR** for criteria numbers "\_\_\_\_, \_\_\_\_") for the technical evaluation, and
  - d. obtain the required minimum of \_\_\_\_ (insert minimum number of points) points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of \_\_\_\_ (insert total number of available points) points.
2. Bids not meeting (choose "(a) or (b) or (c)" **OR** "(a) or (b) or (c) and (d)") 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 \_\_\_\_ % (insert the percentage for technical merit) for the technical merit and \_\_\_\_ % (insert the percentage for price) 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 \_\_\_\_ % (insert the percentage for technical merit).
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of \_\_\_\_ % (insert the percentage for price).



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. If two or more responsive bids achieve an identical score (total number of points) and this score is determined to be the Highest Combined Rating of Technical Merit and Price, the bidder who achieved the highest technical merit score will be recommended for contract award.

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

**OR**

**4.2.1 Basis of Selection – Lowest Price Per Point**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. \_\_\_\_\_ (contracting officers are to insert one of the options provided below).

**Option 1**

- c. obtain the required minimum of \_\_\_\_\_ (insert minimum percentage) percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of \_\_\_\_\_ (insert the total number of points available) points.

**Option 2**

- c. obtain the required minimum of \_\_\_\_\_ (insert minimum number of points) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of \_\_\_\_\_ (insert the total number of points available) points.

**Option 3**



- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
3. If two of more responsive bids achieve an identical evaluated price per point and this price is determined to be the lowest evaluated price per point, the bid with the lowest bid price will be recommended for contract award.

**OR**

#### **4.2.1 Basis of Selection – Highest Rated Within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. \_\_\_\_\_ (contracting officers are to insert one of the options provided below)

##### **Option 1**

- c. obtain the required minimum of \_\_\_\_\_ (insert minimum percentage) percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of \_\_\_\_\_ (insert the total number of points available) points.

##### **Option 2**

- c. obtain the required minimum of \_\_\_\_\_ (insert minimum number of points) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of \_\_\_\_\_ (insert the total number of points available) points.

##### **Option 3**

- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. If two of more responsive bids achieve an identical score for the technical evaluation criteria and this score is determined to be the highest number of points, the bid with the lowest total evaluated price not exceeding the available budget, will be recommended for contract award.



## 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 - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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 Bid

*Insert the following clauses when the certifications are essential to the evaluation of bids and must be required at bid closing.*

##### 5.1.2.1 Set-aside for Aboriginal Business

*If the requirement has been set aside under the federal government Procurement Strategy for Aboriginal Business, insert SACC Manual clauses [A3000T](#) and [A3001T](#) in full text. Also add [A3002T](#) if requirement would have been subject to one or more trade agreement. [Chapter 9 of the Supply Manual](#) provides additional information.*

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Security Requirements – Required Documentation

*Insert if there are security requirements associated with the requirement set out in article 6.1 of Part 6 and the applicable clauses are inserted under article 7.3 of Part 7. The procurement officer must sign the SRCL (line 16) and provide it along the bid submission cover sheet (form 470) and all received Application for Registration forms to the Contracting Security Authority (Department security or PSPC). If it is PSPC (CSP), send at: [tpsgc.ssiinscription-issregistration.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.ssiinscription-issregistration.pwgsc@tpsgc-pwgsc.gc.ca)*

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.

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

*Insert if the requirement is estimated at \$1,000,000 and above, options excluded and Applicable Taxes included. (Refer also to Part 7-Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification in the bid solicitation)*

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

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

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.4 Additional Certifications Precedent to Contract Award

#### 5.2.4.1 Status and Availability of Resources

*Insert this clause, for requirements where Bidders are to propose specific individuals for the work.*

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority,





provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

SAMPLE



## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

*Insert below wording if there are no security requirements associated with the requirement:*

There are no security requirements associated with this solicitation.

*If there are security requirements associated with the requirement insert the below clause:*

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses

*if there are requirements for safeguarding measures (security capabilities) at the Bidder's and proposed individuals' sites or premises, add the following:*

  - (c) the Bidder 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. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - (a) all individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.
  - (b) the Bidder's security capabilities must be met as indicated in Part 7 - Resulting Contract Clauses.
3. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
4. 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.

### 6.2 Insurance Requirements

*Use only if specific insurance is required. Insert SACC Manual clause [G1007T](#) in full text when proof of insurance is required. Consult with management for insertion of applicable clauses in the Resulting Contract Clauses.*



## PART 7 - RESULTING CONTRACT CLAUSES

*Delete this title and the following sentence at contract award and renumber starting at 1 (not 7).*

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

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at [Annex "\\_\\_\\_\\_"](#).

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

The General Conditions – ESDC (2022-12-01) at Annex "A", apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

*If applicable, insert the appropriate [supplemental general conditions](#) by reference. When more than one supplemental general conditions apply to the requirement, insert in ascending numerical sequence based on the identification number. (e.g. Privacy Clauses, IP Rights, etc.)*

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

### 7.3 Security Requirements

*Choose one of the following two options. If there are security requirements associated with this contract, insert the applicable clauses provided where indicated, and include the SRCL as an annex.*

*Consult the [Contract Security Program 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 the security clauses provided by ESDC security or the Contract Security Program.*

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

*(Insert the provided security clause here)*

#### 7.3.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 below the information provided by the Bidder for Part 3 - Section IV Additional Information.*

**7.3.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



**7.3.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.

## **OPTION 2**

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

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

*Insert one of the following options.*

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*fill in end date of the period*).

**OR**

The period of the Contract is from \_\_\_\_\_ (*fill in start date of the period*) to \_\_\_\_\_ inclusive (*fill in end date of the period*).

### **7.4.2 Option to Extend the Contract**

*For contracts for services that contain option period(s), Otherwise, delete the clause and renumber accordingly.*

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

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

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employment and Social Development Canada  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
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.

### **7.5.2 Project Authority or Technical Authority** (*Insert or delete as applicable*)

The Project Authority for the Contract is:

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



Employment and Social Development Canada

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

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

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

*(Insert or delete as applicable)*

In its absence, the Project Authority is:

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

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

Employment and Social Development Canada

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

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

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.

### 7.5.3 Contractor's Representative

*Fill in or delete as applicable*

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

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

Company: \_\_\_\_\_

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

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

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: 2019-01** of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment

**OPTION 1 - Use this clause for Firm Price, Firm Unit Prices or Firm Lot Price contracts. (Not subject to limitation of expenditure)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (**firm price OR firm unit price(s) OR firm lot price(s)**), as specified in \_\_\_\_\_ **the contract OR in Annex \_\_\_\_** for a cost of \$ \_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**OPTION 2 - Use this clause for Firm Hourly Rates contracts. (Subject to a limitation of expenditure)**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.



Resource Category	Name (if applicable)	Firm Hourly Rate
		\$
		\$

**Total Estimated Cost:** \$ \_\_\_\_\_

**Travel and Living Expenses** *(remove if not applicable)*

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the \_\_\_\_\_ (Technical, Project or Contracting) Authority. All payments are subject to government audit.

Estimated cost: \$ \_\_\_\_\_

**Other Direct Expenses** *(remove if not applicable)*

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated cost: \$ \_\_\_\_\_

**Total Estimated Cost - Limitation of Expenditure:** \_\_\_\_\_ *(Applicable Taxes extra.)*

**Option to Extend the Contract** *(remove if not applicable)*

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

**7.7.2 Limitation of Expenditure**

*Insert this clause for fixed time rate contracts and/or all cost reimbursable contracts subject to a limitation of expenditure.*

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

whichever comes first.

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



*Insert the applicable clause with respect to the method of payment.*

### **7.7.3 Method of Payment – Single Payment**

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

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

**OR**

### **7.7.3 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.

**OR**

### **7.7.3 Method of Payment – Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<b>Milestone No.</b>	<b>Description or "Deliverable"</b>	<b>Firm Amount</b>	<b>Due Date or "Delivery Date"</b>

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

The Government of Canada is switching from cheques to direct deposit as primary payment method, an electronic transfer of funds deposited directly into your bank account. Direct deposit is faster, more convenient and more secure. Enroll for direct deposit or update the banking information you already have on file by sending your completed [Direct Deposit Enrollment Form](#) at the following email address: [nc-cfob-dgapf-fournis-vendors-gd@hrsdcc-rhdcc.gc.ca](mailto:nc-cfob-dgapf-fournis-vendors-gd@hrsdcc-rhdcc.gc.ca).

### **7.8 Invoicing Instructions**

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

### **7.9 Certifications and Additional Information**

#### **7.9.1 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.

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

*Include the following paragraph for requirements 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.

### 7.9.3 Aboriginal Business Certification

*Include if the requirement has been set aside under the federal government Procurement Strategy for Aboriginal Business and appropriate clause is included at 5.1.2.1.*

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### 7.10 Applicable Laws

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*).

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions (*if applicable, see 7.2.2*);
- (c) Annex A, ESDC - General Conditions (2022-12-01);
- (d) Annex X, Statement of Work;
- (e) Annex X, Basis of Payment;
- (f) Annex X, Security Requirements Check List (*if applicable*);
- (g) Annex X, Insurance Requirements (*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)*).





## 7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

*If SACC Manual clauses A2000C and A2001C were included in the bid solicitation, include SACC Manual clause [A2000C](#) by reference when the contract is to be with a Canadian-based supplier or clause [A2001C](#) when the contract is to be with a foreign-based supplier.*

*(Clause to be inserted if Canadian Contractor is selected – A2000C)*

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**OR**

*(Clause to be inserted if Foreign Contractor is selected above – A2001C)*

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 7.13 Insurance

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

**OR**

### 7.13 Insurance – Specific Requirements

*Insert [G1001C](#) in full text*

## 7.14 Limitation of Liability

*If applicable, insert SACC Manual clauses related to limitation of liability in full text, for example: [N0000C](#), [N0001C](#), [N0002C](#) or [N0003C](#). Legal Services can be consulted for the applicable clause, if required.*

## 7.15 Environmental Considerations

As part of the Greening Government Strategy (GGS), the Government of Canada is committed to aid the transition to a net-zero, circular economy through green procurement that includes life-cycle assessment principles and the adoption of clean technologies and green products and services. To align with departmental efforts to reduce Canada's carbon footprint, when applicable, the Contractor should undertake the following measures to improve environmental performance and support the transition to a low-carbon economy:

- a. Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double-sided printing in black and white format is the default.
- b. Provide printed material on a minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- c. Recycle unneeded printed documents (in accordance with Security Requirements).
- d. Use video and/or teleconferencing where possible to cut down unnecessary travel.



- e. Use of public/green transit where feasible.
- f. Use of Properties with Environmental Ratings, including accommodations while travelling.
- g. Take actions to reduce the amount of fuel consumed by its vehicles. This can include such provisions as promoting good driving behaviour (eg - anti-idling, speed, car-sharing initiatives, green driving habits, etc) and purchasing fuel efficient and hybrid vehicles.
- h. Select and operate IT and office equipment in a manner that reduces energy consumption and material usage.
- i. Use and/or provide consumables that minimize environmental impacts through reduce, recycle, reuse and elimination of packaging.

#### **7.16 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](#)".



## ANNEX "A"

### ESDC - GENERAL CONDITIONS (2022-12-01)

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## 01 Interpretation

In the Contract, unless the context otherwise requires:

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Articles of Agreement"** means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

**"Canada", "Crown", "His Majesty" or "the Government"** means His Majesty the King in right of Canada as represented by the Minister of Employment and Social Development Canada (ESDC) and any other person duly authorized to act on behalf of that minister;

**"Contract"** means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Government Property"** means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"** on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



## 02 Standard clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

## 03 Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

## 04 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

## 05 Conduct of the Work

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.



6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

## **06 Subcontracts**

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
  - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

## **07 Specifications**

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

## **08 Replacement of specific individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.



2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **09 Time of the essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **10 Excusable delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
  - a. is beyond the reasonable control of the Contractor,
  - b. could not reasonably have been foreseen,
  - c. could not reasonably have been prevented by means reasonably available to the Contractor, and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and



anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

## 11 Inspection and acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

## 12 Invoice submission

1. Invoices must be submitted, in the Contractor's name, to the Project or Technical Authority identified in the contract. 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.
2. Invoices must show:
  - a. the date, the name and address of the client, item or reference numbers, deliverable/description of the Work, contract number and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.





4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 13 Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency  
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

### 14 Transportation costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

### 15 Transportation carriers' liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

### 16 Payment period

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 17.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will



only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

## 17 Interest on overdue accounts

1. For the purpose of this section:

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

**"Bank Rate"** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

**"date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

## 18 Compliance with applicable laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

## 19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all



claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 20 Copyright

In this section, "**Material**" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

## 21 Translation of documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 22 Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - a. is publicly available from a source other than the other Party; or



- b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Employment and Social Development Canada (ESDC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Contract Security Manual* and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

### **23 Government Property**

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

### **24 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



## 25 Intellectual property infringement and royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications or other documentation); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## 26 Amendment and waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.



2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

## **27 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

## **28 Suspension of the Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## **29 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.



2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.

### **30 Termination for convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:
  - a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the



Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and

- c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### **31 Audit**

1. To enable Canada to determine whether the Work has been performed and the price charged for the Work is in accordance with the Contract terms and whether best value has been achieved for Canada, the Contractor must maintain complete and accurate records of the estimated and actual cost of the Work.
2. Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. Copies are generally not acceptable and can only be used where originals are unavailable due to unusual circumstances, such as fire, flood or theft.
3. The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
4. These records must be made available on request, for examination by Canada, or by persons designated to act on behalf of Canada during normal business hours at the contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, must be made available for examination at a time and location that is convenient for Canada.
5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
6. Canada and its authorized representatives have the right to examine, and to make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract kept by or under the control of the Contractor, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
7. The Contractor must cause all subcontractors at any tier and all other persons directly or indirectly controlled by, or affiliated with the Contractor, to comply with the requirements of this clause as if they were the Contractor.

### **32 Right of set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract





or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

### **33 Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

### **34 Conflict of interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), 2006, c. 9, s. 2, the *Conflict of interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

### **35 No bribe or conflict**

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

### **36 Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

### **37 Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

### **38 Successors and assigns**



The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

### **39 Contingency fees**

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

### **40 International sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 30.

### **41 Integrity provisions—contract**

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

### **42 Harassment in the workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Directive on the Prevention and Resolution of Workplace Harassment and Violence](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

### **43 Entire agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

### **44 Access to information**



Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

**45 Code of Conduct for Procurement—Contract**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

SAMPLE



**ANNEX "B"**

**STATEMENT OF WORK**

*(insert if applicable)*

SAMPLE



**ANNEX "C"**

**BASIS OF PAYMENT**

*(insert if applicable)*

SAMPLE



## ANNEX "D" 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 7 - 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



- ( ) 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)

SAMPLE







**ANNEX "D" - SECURITY REQUIREMENTS CHECK LIST**

*(insert if applicable)*

SAMPLE



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**ANNEX "F" - CERTIFICATE OF ABORIGINAL BUSINESS STATUS A3000T (2022-05-12)**

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.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**