RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Innovation, Science and Economic Development Canada
Innovation, Sciences et Développement économique Canada

Email /Courriel:

hong.fong@canada.ca
and/et
ic.cmmbidreceiving-receptiondesoffrescgm.ic@canada.ca

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Innovation, Science and Economic Development Canada
We hereby offer to sell to Her Majesty the Queen 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.

Proposition aux: Innovation, Sciences et Développement économique Canada
Nous offrons par la présente de vendre à Sa Majesté la Reine 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 Security Requirements - Ce document contient des exigences de sécurité

Issuing Office – Bureau de distribution
Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada
Contracts & Materiel Management / Contrats et gestion du matériel
235 rue Queen Street
Ottawa, Ontario, K1A 0H5

<table>
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<th>Title – Sujet</th>
<th>ATIP Consultant Services</th>
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<tr>
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<td>Date</td>
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<tr>
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<td>2020-12-15</td>
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F.O.B. - F.A.B.

Plant-Usine: ☐ Destination: ☐ Other-Autre: X

Address inquiries to : - Adresser toutes questions à:

Hong Fong
hong.fong@canada.ca

Telephone No. – N° de téléphone :
343-649-0547

Destination – of Goods, Services, and Construction:
Destination – des biens, services et construction :
See Herein
Précisé dans les présentes

Delivery required - Livraison exigée | Delivered Offered – Livraison proposée

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

Facsimile No. – N° de télécopieur
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
ProServices

Medium Complexity Bid Solicitation and Resulting Contract Template (MC)
For below CKFTA Requirements

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:

   (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;

   (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;

   (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

   (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;

   (e) 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. For additional information on security requirements, bidders 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.

1.2 Statement of Work

This bid solicitation is being issued for the requirement of Professional Services (Senior Information/Records Management/Recordkeeping Specialist to perform ATIP Consultant Services) for Innovation, Science and Economic Development Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the CKFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex A - Statement of Work.

1.3 Trade Agreements

This requirement is not subject to the provisions of any free trade agreement.

1.4 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.
ATTACHMENT 1 TO PART 1 - LIST OF SUPPLIERS INVITED TO BID

Competitive - Bid Solicitation under ProServices Supply Arrangements
NON-IT RELATED STREAMS (EXCLUDING ADR)

The Bid Solicitation is issued against the ProService Supply Arrangement (SA) Public Services and Procurement Canada (PSPC) File No. E60ZT-180024 to E60ZT-180029.

This requirement is open only to the invited SA Holders, ProServices Suppliers who are pre-qualified, in the following SA stream and category:

Stream 9: Business Consulting/Change Management
Category 9.11 Information/Records Management/Recordkeeping Specialist:

Among the pre-qualified suppliers, the following list has been formally invited to submit a proposal:

1. Altis Human Resources (Ottawa) Inc.
2. Excel Human Resources Inc.
3. iFathom Corporation
4. Kelly Sears Consulting Group
5. Maplesoft Consulting Inc.
7. QMR Staffing Solutions Incorporated
8. Raymond Chabot Grant Thornton Consulting Inc.

The pre-qualified suppliers must not submit a bid in response to this bid solicitation unless they have been invited to do so (formally or informally through Appendix A of the NPP). Otherwise, the submission will not be considered. Should an uninvited pre-qualified supplier wishes to be invited, the pre-qualified supplier may contact the Contracting Authority to request an invitation no later than two (2) working days before the published bid closing date, and an invitation will be made to that pre-qualified supplier. In no circumstance will such an invitation require Canada to extend a bid closing date.

The initial list of invited pre-qualified suppliers might not reflect the additional invitations made during the bid solicitation process, through a Request for Proposal (RFP) amendment.
PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions


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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

2.2 Submission of Bids

a) Email Address for Bid Submission: Bids must be submitted only to Innovation, Science and Economic Development Canada by the date and time of closing identified on page 1 of the bid solicitation. Bids must be emailed to the Contracting Authority at hong.fong@canada.ca and should cc ic.cmmbidreceiving-receptiondesoffrescgm.ic@canada.ca.

b) Format of Email Attachments: The approved formats for email attachments are any combination of:
   i) PDF attachments; and
   ii) documents that can be opened with either Microsoft Word or Microsoft Excel.

   Bidders that submit attachments in other formats do so at their own risk.

c) Email Size: Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 20 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by the closing date and time will be considered part of the bid.

d) Email Title: Bidders are requested to include the Solicitation Number identified on page 1 of the bid solicitation in the “subject” line of each email forming part of the bid.

e) Time of Receipt: All emails received at the Email Address for Bid Submission showing a “received” time before the bid closing date and time will be considered timely. In the case of a dispute regarding the time at which an email arrived at ISED, the time at which the response is received by ISED will be determined.

f) Availability of Contracting Authority: During the two hours leading up to the closing date and time, an ISED representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority’s telephone number shown on page 1 of the bid solicitation (although the ISED representative may not be the Contracting Authority). If the Bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the Bidder should contact ISED immediately at the Contracting Authority’s coordinates provided on page 1 of the bid solicitation.
g) **Email Acknowledgement of Receipt by ISED**: On the closing date, the Contracting Authority or an ISED representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by the closing date and time at ISED’s **Email Address for Bid Submission**.

h) **Delayed Email Bids**: ISED will not consider any electronic bids delivered after the stipulated solicitation closing date and time, unless the Bidder can demonstrate that any delay in delivering the email to the ISED **Email Address for Bid Submission** is due to Canada’s systems. Bids received by email after the closing date and time will not be accepted under any other circumstances. As a result, Bidders who have tried to submit a bid, but have not received an email acknowledging receipt from ISED shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the ISED **Email Address for Bid Submission** on time.

i) **Responsibility for Technical Problems**: Canada will not be responsible for:

1. any technical problems experienced by the Bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 20 MB or that are rejected or quarantined because they contain malware or other code that is screened out by ISED’s security services; or

2. any technical problems that prevent ISED from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### 2.3 Former Public Servant

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

**Definitions**

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

a. an individual;

b. an individual who has incorporated;

c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

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

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) working 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.

2.5 Applicable Law - Bid

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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.
PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions
Canada requests that bidders provide their bid in separate sections as follows:

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service or by facsimile will not be accepted.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

a) use a numbering system that corresponds to the bid solicitation;

Section I: Technical Bid

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 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.

1) Résumés for proposed resources
The technical bid must include résumés for the proposed resource(s) as identified in Attachment 1 to Part 3 – Pricing Schedule. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements).

With respect to the proposed resources:

a) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

b) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
2) **Customer Reference Contact Information:**

a) The Bidder must provide customer references. The customer reference must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 1 to Part 4 – Technical Evaluation Criteria.

b) Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail. Canada will not assess any points or consider a mandatory criteria met unless the response is received within 5 working days.

c) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days.

d) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

e) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

f) Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing Schedule Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

The financial bid must be submitted as a separate package to the technical bid.

**Section III: Certifications**

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

**Section IV: Additional Information**

3.1.1 **Bidder’s Proposed Site(s) or Premises Requiring Safeguarding Measures**

As indicated in Part 1 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
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, as indicated in Part 1, clause 1.1, Security Requirements.

3.2 Accessibility

In accordance with the Treasury Board Contracting Policy and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

(i) demonstrate how the bidder’s proposed goods and/or services meet the accessibility requirement at delivery; or

(ii) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.
ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive hourly rate, in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included, for each of the resource categories identified. The quoted all-inclusive fixed hourly rate offered for the initial period applies to the subsequent option period, if exercised.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.

b. travel between the successful bidder’s place of business and the NCR; and
c. the relocation of resources

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

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

The estimated volumetric data includes the option period, if exercised.

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<th>Proposed Resource Name:</th>
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**Period of the Contract:**

**Initial Period:** Date of Contract Award to March 31, 2022 inclusive
**Option Period:** April 1, 2022 to September 30, 2022 inclusive

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<th>Total Evaluated Bid Price (Applicable Taxes excluded)</th>
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<tr>
<td>Option Period</td>
<td>$_______________</td>
<td></td>
<td>$___________________</td>
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</table>

**Applicable Taxes**
(Insert the amount, as applicable)

| PST: | $_________________ |
| GST: | $_________________ |
| HST: | $_________________ |
4.1 Evaluation Procedures

a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

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

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

b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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

c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

that show in total 100 billable days.
d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Mandatory Technical Criteria
Refer to Attachment 1 to Part 4
Refer to Attachment 2 to Part 4 – ProServices Flexible Grid

4.1.1.3 Point Rated Technical Criteria
Refer to Attachment 1 to Part 4

4.1.1.4 Financial Evaluation
For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit [70%] and Price [30%]

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
   (c) obtain the required minimum points for each criterion, specified in Attachment 1 to Part 4 for the point rated technical criteria.

2. Bids not meeting 4.2.1 (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% 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 70%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio 30%.

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. In the event that two or more responsive bids have the same highest combined rating of technical merit and price, the following will be applied in the order provided below until there is only one remaining bid ranked highest:

   a) In the event that two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be ranked highest;

   b) In the further event that two or more responsive bids have the same lowest evaluated price, the responsive bid with the highest points for rated criteria R1 will be ranked the highest;
c) In the further event that two responsive bids have the same points for rated criteria R1, then a “coin toss” method will be used to determine the highest ranked bid, in accordance with Attachment 3 to Part 4 - Coin Toss Agreement. Should f) occur, Canada may request that each bidder fill out Attachment 3 to Part 4. Failure to fill out Attachment 3 to Part 4 as and when requested by Canada will render the bid non-responsive.

The highest ranked responsive bid will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is $45,000.

| Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) |
|-------------------------------------------------|------------------|-------------------|
| Overall Technical Score                         | Bidder 1         | Bidder 2          | Bidder 3         |
| Bid Evaluated Price                              | $55,000.00       | $50,000.00        | $45,000.00       |
| Calculations                                    |                  |                   |                  |
| Technical Merit Score                            | 115/135 x 70 =   | 89/135 x 70 =     | 92/135 x 70 =    |
| Pricing Score                                   | 59.63            | 46.15             | 47.70            |
| Combined Rating                                  | 84.18            | 73.15             | 77.70            |
| Overall Rating                                   | 1st              | 3rd               | 2nd              |
ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA

Mandatory Technical Criteria
The bid must meet all the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

<table>
<thead>
<tr>
<th>Number</th>
<th>Mandatory Criteria</th>
<th>Met or not Met Cross Reference to Proposal [Bidder to insert]</th>
</tr>
</thead>
</table>
| M1     | The Bidder’s proposed resource must possess at the time of bid closing a valid Secret Security clearance approved or granted by Canadian Industrial Security Directorate (CISD)/Public Works and Government Services Canada (PWGSC). The following must be provided with the bid:  
  a) Full name of the proposed resource (as it appears on the Security Clearance form)  
  b) Security Screening Certificate and Briefing Form File Number  
  c) Level of Security and Expiry Date |                                                                                                              |
| M2     | The Bidder’s proposed resource must meet the Flexible Grid requirements in Attachment 1 to Part 4 for a Senior 9.11 Information/Records Management/Recordkeeping Specialist (minimum 95 points).                                                                                                           |                                                                                                              |
| M3     | The Bidder must demonstrate that the proposed resource has a minimum ten (10) years of experience in the application of the Access to Information Act and Privacy Act, four (4) of which must be in the five (5) years before the bid closing date.  
  For each project, the Bidder must, at a minimum, provide the following information:  
  a) Name of the client organization  
  a) Contact name and title, and current e-mail address.  
  b) Start and end date (month/year) of the period during which the resource performed the work for the client.                                                                                                        |                                                                                                              |

Point Rated Technical Criteria
Bids which meet all the mandatory technical criteria will be evaluated as specified in the table below.

Bids which fail to obtain the required minimum number of points specified for each of the Point Rated Criteria will be declared non-responsive.

<table>
<thead>
<tr>
<th>Number</th>
<th>Point Rated Technical Criteria</th>
<th>Minimum Points Required</th>
<th>Maximum Points Available</th>
<th>Points Awarded</th>
<th>Cross Reference to Proposal</th>
</tr>
</thead>
</table>
| R1 | The Bidder’s proposed resource should have three (3) projects, in the five (5) years before the bid closing date, demonstrating experience as an ATIP Consultant in processing ATIP files as follows:  
(a) Using Axcess1, Access1 Editor, AccessProCaseManagement (APCM), or AccessProRedaction (APR); and  
(b) Analysing information in documents according to the Access to Information and Privacy Acts (ATIP); and  
(c) Recommending exemptions and exclusions as applicable pursuant to the Access to Information Act and Privacy Act by highlighting information and quoting relevant sections of the Acts.  
To be awarded points for each project, the following must be provided per project:  
i) Name of the client organization;  
ii) Start and end date (month/year) of the period during which the resource performed the work for the client.  
iii) Detailed description of the work performed must include the proposed resource’s experience with respect to paragraphs a), b) and c).  
10 points per project to a maximum of 30 points. | Points | [supplier to insert] |
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<tbody>
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<td></td>
<td>20</td>
<td>30</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>R2</th>
<th>The Bidder’s proposed resource should have, in the five (5) years before the bid closing date, of demonstrated experience as an ATIP Consultant in the application and the administration of the Access to Information Act and the Privacy Act. The Bidder should provide (3) three projects completed by the proposed resource in this timeframe to demonstrate this experience.</th>
<th>Points</th>
<th>[supplier to insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>30</td>
</tr>
</tbody>
</table>
To be awarded points for each project, the following must be provided per project:

i) Name of the client organization;
ii) Start and end date (month/year) of the period during which the resource performed the work for the client.
iii) Detailed description of the work performed by the resource must include the application and the administration of the *Access to Information Act and the Privacy.*

10 points per project to a maximum of 30 points.

| R3  | The Bidder’s proposed resource should have, in the five (5) years before the bid closing date, of demonstrated experience as an ATIP Consultant consulting with OPs, third parties, other government institutions and the general public in relation to information requested under the ATIP legislation. The Bidder should provide three (3) projects completed by the proposed resource in this timeframe to demonstrate this experience. To be awarded points for each project, the following must be provided per project: i) Name of the client organization; ii) Start and end date (month/year) of the period during which the resource performed the work for the client. iii) Detailed description of the work performed by the resource must include consultation with OPs, third parties, other government institutions and the general public in relation to information requested under the ATIP legislation. | 20 | 30 |

| R4  | The Bidder’s proposed resource should have, in the five (5) years before the bid closing date, demonstrated experience as an ATIP consultan in dealing and managing ATIP requests that involve reviewing a large number of pages in a | 35 | 45 |
short period of time. The Bidder is to provide three (3) projects completed by the proposed resource in this timeframe to demonstrate this experience.

For each project, the following should be provided:

i) Name of the client organization;
ii) Start and end date (month/year) of the period during which the resource performed the work for the client.
iii) Description of the work performed by the resource must include the number of pages which were reviewed and timeframe within which it was completed.

5 points per project where the review of over 5000 pages was completed within three (3) months.
10 points per project where the review of over 7000 pages was completed within three (3) months.
15 points per project where the review of over 10 000 pages was completed within three (3) months.

Up to 15 points per project to a maximum of 45 points.

<table>
<thead>
<tr>
<th>Maximum Points Available</th>
<th>Total Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>135</td>
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</table>

Minimum Total Points Required = 95/135

= __________/135
ATTACHMENT 2 TO PART 4 – PROSERVICES FLEXIBLE GRID

Points will be allocated to each resource proposed by the bidder for the education, the certification and the experience. The total of points will determine if the resource is considered as a junior, intermediate or senior.

The ProServices Flexible Grids are available on the website at:

<table>
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<tbody>
<tr>
<td>Category: 9.11 Information/Records Management/Recordkeeping Specialist</td>
</tr>
<tr>
<td>Level of Expertise:</td>
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</table>

Relevant Education to the Consultant Category:
University (PhD, Graduate, Undergraduate, degree): 35 pts
College or CEGEP Diploma/Certificate: 25 pts

Professional Certification:
Relevant Professional Certification: 15 pts

Relevant Experience in Consultant Category:
≥1 yr and <2 yrs: 12-23 months - 10 pts
≥2 yrs and <4 yrs: 24-47 months - 20 pts
≥4 yrs and <6 yrs: 48-71 months - 25 pts
≥6 yrs and <8 yrs: 72-95 months - 35 pts
≥8 yrs and <10 yrs: 96-119 months - 50 pts
≥10 yrs: 120 + months - 60 pts

The required services may include, but are not limited to the following:
1. Collecting, crating, receiving and/or capturing information
2. Organizing, using, and/or disseminating information
3. Maintaining, storing and/or preserving information
4. Coordinating of information storage requirements and interface with Information Technology
5. Providing document and records management
6. Coordinating Access to Information and Privacy Act requirements
7. Producing professional research reports based on detailed research into federal records
8. Cataloguing, indexing and classifying information audio-visual and electronic documents
9. Organizing and maintaining "virtual" services
10. Establishing and implementing metadata standards and guidelines
11. Analyzing and reporting on the effectiveness of the implementation of information management standards
12. Delivering research and reference services
13. Searching online systems and the web to find information

<table>
<thead>
<tr>
<th>Education</th>
<th>Résumé</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Certification</td>
<td>Résumé</td>
<td>Points</td>
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<tr>
<td>Experience</td>
<td></td>
<td>Points</td>
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</table>
ATTACHMENT 3 TO PART 4 - COIN TOSS AGREEMENT

THIS AGREEMENT made this [insert day] day of [insert month] , 2020 by and between

[insert full legal name] (“Bidder 1”)

and

[insert full legal name] (“Bidder 2”)

and

Her Majesty the Queen in Right of Canada, as represented by the Department of Industry, styled as Innovation, Science and Economic Development (“Canada”).

WHEREAS, both Bidders submitted the highest ranked bid for the Requirement under Solicitation no. ISED 195104 for ATIP Consultant Services. (“the Project”).

AND WHEREAS, both Bidders submitted a bid and both bids were identical pursuant to the Basis of Selection.

NOW THEREFORE, in consideration of the payment of the sum of one dollar ($1.00) to the Bidders by Canada, the receipt and sufficiency of which is hereby acknowledged, Bidder 1 and Bidder 2 and Canada hereby covenant and agree as follows:

1. The determination of which of Bidder 1 or Bidder 2 will be awarded the contract will be by way of a single coin toss (the “coin toss”).

2. The coin toss will be conducted pursuant to the instructions contained in the document entitled “Coin Toss Instructions” and attached as Schedule A to this Agreement.

3. Mr. [or Mrs.] [insert full name] , [job title], employed with Innovation, Science and Economic Development Canada, will execute the coin toss. In the event that [insert full name] is unable or otherwise unavailable to execute the coin toss, Mr. [or Mrs.] [insert full name] , [job title], employed with Innovation, Science and Economic Development Canada, will execute the coin toss.

4. If the result of the coin toss is heads, the bid which listed [insert name of one Bidder] as supplier will be awarded the contract and if the result of the coin toss is tails, the bid which listed [insert name of other Bidder] as supplier will be awarded the contract.

5. Bidder 1 and Bidder 2 hereby release Canada from any and all claims arising from or relating to the coin toss and subsequent contract award. Bidder 1 and Bidder 2 will indemnify Canada against any and all claims which Bidder 1 and Bidder 2 or anyone else may make arising out of or connected in any way with the coin toss and subsequent contract award.

IN WITNESS WHEREOF, Bidder 1 and Bidder 2 and Canada hereto have caused this agreement to be executed by their duly authorized representatives as of this [insert day] day of [insert month] , 2020.
HER MAJESTY THE QUEEN in Right of Canada, as represented by the Minister of Innovation, Science and Industry

Per: ________________________________
   Name: ________________________________
   Title: ________________________________

BIDDER 1

Per: ________________________________
   Name: ________________________________
   Title: ________________________________

I/We have the authority to bind the Corporation

BIDDER 2

Per: ________________________________
   Name: ________________________________
   Title: ________________________________

I/We have the authority to bind the Corporation
ATTACHMENT 4 TO PART 4 - COIN TOSS INSTRUCTIONS
(excerpt from Wikipedia (13 Feb 2017))

Coin flipping

From Wikipedia, the free encyclopedia

Coin flipping, coin tossing or heads or tails is the practice of throwing a coin in the air to choose between two alternatives, sometimes to resolve a dispute between two parties. It is a form of sortition which inherently has only two possible and equally likely outcomes.

Process

During a coin toss, the coin is thrown into the air such that it rotates edge-over-edge several times. Either beforehand or when the coin is in the air, an interested party calls "heads" or "tails", indicating which side of the coin that party is choosing. The other party is assigned the opposite side. Depending on custom, the coin may be caught; caught and inverted; or allowed to land on the ground. When the coin comes to rest, the toss is complete and the party who called correctly or was assigned the upper side is declared the winner.

It is possible for a coin to land on its edge, usually by landing up against an object (such as a shoe) or by getting stuck in the ground (as famously happened during the December 8, 2013 NFL match up between the Philadelphia Eagles and Detroit Lions, which took place during a heavy snowstorm). However, even on a flat surface it is possible for a coin to land on its edge, with a chance of about 1 in 6000. Angular momentum typically prevents most coins from landing on their edges unsupported if flipped. Such cases in which a coin does land on its edge are exceptionally rare and in most cases the coin is simply re-flipped.

The coin may be any type as long as it has two distinct sides; it need not be a circulating coin as such. Larger coins tend to be more popular than smaller ones. Most high-profile coin tosses use custom-made ceremonial medallions.

Coin tossing is a simple and unbiased way of settling a dispute or deciding between two or more arbitrary options. In a game theoretic analysis it provides even odds to both sides involved, requiring little effort and preventing the dispute from escalating into a struggle.
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 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 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 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), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual Clause A3005T (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual Clause A3010T (2010-08-16), Education and Experience
By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: _______________________________________

Signature: ____________________________________

Title: _______________________________________

(Title of duly authorized representative of business)

Name of Business: ________________________________
PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (Common PS SRCL #23 and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **Secret**, with approved Document safeguarding at the level of **Secret**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **Reliability Status, Confidential** or **Secret** as required, granted or approved by the CISD/PWGSC.

3. The Contractor must not utilize its Information Technology systems to electronically process, produce or store any sensitive protected/classified information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of **Secret**.

4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:
   1. Security Requirements Check List and security guide (if applicable), attached at Annex C

6.1.2 Contractor’s Site(s) or Premises Requiring Safeguarding Measures

6.1.2.1 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:

**(to be completed at contract award)**

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

6.1.2.2 The Company Security Officer (CSO) must ensure through the **Contract Security Program** that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services (Senior 9.11 Information/Records Management/Recordkeeping Specialist to perform ATIP Consultant Services) for Innovation, Science and Economic Development Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the CKFTA threshold (including
taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex – A Statement of Work.

6.3 Standard Clauses and Conditions


6.3.1 General Conditions

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

6.3.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.3.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Name: (To be inserted at Contract Award)

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31, 2022 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional half (0.5) year period under the same terms and 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 30 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hong Fong
Senior Contracts and Procurement Advisor
Corporate Finance, Systems and Procurement Branch
Innovation, Science and Economic Development Canada
235 Queen Street
Ottawa, Ontario, K1A 0H5
Telephone: 343-549-0547
E-mail address: hong.fong@canada.ca

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

6.5.2 Project Authority
The Project Authority for the Contract is:

(to be completed at contract award)

Contact Name:
Department Name and 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.

6.5.3 Contractor’s Representative
(to be completed at contract award)

Contact Name:
Telephone:
E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm all-inclusive rate indicated below, in Canadian dollars, during the period of the Contract. Customs duties are included and Applicable Taxes are extra.

| Firm All-inclusive Hourly Rate (for the initial period and option period, if exercised) | = $(to be completed at contract award) |
| Number of Hours (for the initial period and option period, if exercised) | = up to 589 hours |

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.
6.7.2 Authorized Travel and Living Expenses
Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Limitation of Expenditure
1. Canada’s total liability to the Contractor under the Contract must not exceed $(to be completed at contract award). 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.

6.8 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.

6.9 Time Verification
SACC Manual Clauses C0711C (2008-05-12) Time Verification

6.10 Invoicing Instructions
1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of time sheets to support the time claimed.

2. Invoices must be sent by e-mail to the following address for certification and payment:

(to be completed at Contract Award)
6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.12 Certifications Compliance

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

6.13 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada’s Buy and Sell website under the heading "Dispute Resolution".

6.14 Applicable Laws - Contract

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.15 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 general conditions: 2010B (2020-05-28), General Conditions: Professional services medium complexity;

(c) Annex A, Statement of Work;

(d) Annex B, Security Requirements Check List;

(e) Supply Arrangement Number E60ZT-180024/C;

(f) the Contractor’s bid dated (to be completed at contract award), as clarified on (to be completed at contract award) or, as amended on (to be completed at contract award).
6.16 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. 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.

6.17 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.

6.18 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
cause 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.

6.19 Identification Protocol Responsibilities
1. The Contractor will be responsible for ensuring that any of its resources, representatives
or subcontractors complies with the following self-identification requirements:
2. Contractors who attend a Government of Canada meeting (whether internal or external to
Canada’s offices) must identify if they are a Contractor prior to the commencement of the
meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;

3. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and

4. If a Contractor requires the use of the Government of Canada’s e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under “Properties”. This identification protocol must also be used in all other correspondence, communication, and documentation;

5. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and

   In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

6.20 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.

6.22 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

   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.

6.22 Access to Canada’s Property and Facilities
Canada’s facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor’s request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

6.23 Government Property
Canada agrees to supply the Contractor with the items listed below (the "Government Property"):

   Innovation, Science and Economic Development Canada (ISED) will provide an ID pass, an office space, and access to a network printer for work performed at ISED’s location. ISED will also provide an Iron Key and a computer.

Government Property must be used only for the purpose of performing the Contract.

6.24 Government Site Regulations
The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.
ANNEX A - STATEMENT OF WORK

1.0 TITLE
Senior Access to Information and Privacy (ATIP) Consultant

2.0 BACKGROUND
By law, Innovation, Science and Economic Development Canada (ISED) must track and manage all formal ATIP request received and processed pursuant to the ATIP legislation and provide annual statistical and performance reports to Parliament. ISED ATIP Office has faced a 92 percent overall increase in work on reviewing and processing of official requests. ISED ATIP Office requires an experienced consultant to facilitate the reviewing and processing of a significantly large file of up to 500,000 pages from Spectrum Management Operations Branch within ISED.

3.0 OBJECTIVE
To support the processing of an ATIP request for Spectrum Management Operations Branch within ISED.

4.0 SCOPE OF WORK
The Contractor must administer and apply the Access to Information and Privacy and the Privacy Act legislations as part of the required, but not limited to, tasks and activities below to process this ATIP request received by the Spectrum Management Operations Branch within Branch.

4.1 TASKS
a) Review and assess records, relevant to the ATIP request indicated in Article 3.0, in accordance with the Access to Information and Privacy and the Privacy Act legislations;
b) Invoke and apply the provisions of the Access to Information Act (ATIA) and the Privacy Act (PA) accordingly, and with appropriate argumentation;
c) Complete consultations with external parties to ascertain disclosure, including negotiating with third parties (section 20 of the Access to Information Act and Privacy Act) on the release of information (section 27 and 28 of the ATIA);
d) Complete necessary research to find publicly accessible information and any other evidence in support of rationales for the release or non-release of information; and
e) Document the decision-making processes, using electronic tools including Access1, Access1 Editor, AccessProCaseManagement(APCM), or AccessProRedaction(APR).

4.2 ACTIVITIES
a) Attend meetings with internal and external parties;
b) Update Project Authority on file progress and issues; and
c) Communicate all questions for the requestor through the ISED ATIP Office, who are the responsible coordinators. This ensure the identity of the requestor remains anonymous. The requestor is the person who files a request through the access to information to the Government institutions responsible for providing related information to the request. Every person has a right to be given access to any record under the control of a government institution and the identity of the requestor must remain anonymous.

4.3 DELIVERABLES/MILESTONES
The Contractor must complete the following:

a) The review of minimum 6000 pages of file documents every three (3) months from when the work starts.
b) The review of the whole file of up to 500,000 pages by end of the contract period.

The Contractor must deliver the reviewed documents to ISED ATIP Agents for verification, as specified by the Project Authority. The reviewed documents must meet ISED ATIP Agents’ approval.
5.0 CONSTRAINTS

5.2 Access to on-site work location might not always be available.

5.3 Between end of March and early April, scheduled meetings during this period may be postponed.

6.0 CLIENT SUPPORT
The Project Authority will provide Contractor the relevant background information and access to documents. Accounts on ISED computer network and electronic mail system will be available for the purposes of completing the required work.

7.0 LOCATION OF WORK
The Contractor must perform the work at ISED ATIP office facilities (235 Queen Street, Ottawa, Ontario, K1A 0H5) or at the Contractor’s and proposed individuals’ sites or premises, once approved at the Secret Level by Canadian Industrial Security Directorate (CISD)/Public Works and Government Services Canada (PWGSC).

8.0 TRAVEL
No travel nor living expenses will be reimbursed under the contract.

9.0 OFFICIAL LANGUAGES
The Department has an obligation to respect the spirit and the letter of the Official Languages Act. It is therefore, imperative that the Contractor is fluent in both official languages in order to communicate verbally and in writing in the preferred official language of the client.

10.0 INTELLECTUAL PROPERTY
Intellectual Property is not applicable to this requirement.

11.0 MANAGEMENT OF THE PROJECT
The Project will be managed by the Director of Broadcast, Coordination and Planning within the Spectrum Management Operations Branch.
ANNEX B – SECURITY REQUIREMENTS CHECK LIST (SRCL)
(Attached)
## SECURITY REQUIREMENTS CHECK LIST (SRCL)  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

### PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. **Originating Government Department or Organization / Ministère ou organisme gouvernemental d’origine**

2. **Branch or Directorate / Direction générale ou Direction**

3. **a) Subcontract Number / Numéro du contrat de sous-traitance**
   **b) Name and Address of Subcontractor / Nom et adresse du sous-traitant**

4. **Brief Description of Work / Brève description du travail**

5. **a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?**
   **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?**

6. **Indicate the type of access required / Indiquer le type d’accès requis**
   **a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?**
   **b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / L’accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n’est pas autorisé.**
   **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?**

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**
   **b) Release restrictions / Restrictions relatives à la diffusion**
   **c) Level of information / Niveau d’information**

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<td>TOP SECRET (SIGINT)</td>
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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?
   If Yes, indicate the level of sensitivity:
   Dans l’affirmative, indiquer le niveau de sensibilité :
   ☑️ No ☐ Non ☐ Oui

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

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
   ☑️ RELIABILITY STATUS
   ☑️ CONFIDENTIAL
   ☑️ SECRET
   ☑️ TOP SECRET
   ☑️ SITE ACCESS

   Special comments:
   Commentaires spéciaux :

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

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

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

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 ☐ 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 ☐ 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 ☐ 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 ☐ 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 ☐ Oui
### SUMMARY CHART / TABLEAU RÉCAPITULATIF

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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?

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

Dans l’affirmative, classifier 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?

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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu’il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).
### PART D - AUTHORIZATION / PARTIE D - AUTORISATION

#### 13. Organization Project Authority / Chargé de projet de l’organisme

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<th>Signature</th>
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#### 16. Procurement Officer / Agent d’approvisionnement

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

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Jacques Saumur  
Contract Security Officer  
Contracts Security Division|Division des contrats sécurité /  
Contract Security Program|Programme de sécurité des contrats /  
Public Services and Procurement Canada| Services publics et Approvisionnement Canada  
Jacques.Saumur@tpsgc-pwgsc.gc.ca  
Telephone | Téléphone 613-948-1732  
Facsimile | Télécopieur 613-948-1712