



Request for Proposal: 100022969

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Attention:
Megan Souaid

REQUEST FOR PROPOSAL

**Proposal To: Employment and Social
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 or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

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Solicitation No.: 100022969	Date: 2023-06-07
File No. – N° de dossier:	
<u>Solicitation Closes</u> At 02 :00 PM / 14 h (2023-07-18)	Time Zone Eastern Daylight Savings Time (EDT)
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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 and, the Security Requirements Checklist.

1.2 Summary

1. The Contractor must provide data entry services on an "as and when requested" basis. The work will be performed in accordance with detailed specified requirements related to the information to be data captured and to technical conditions as to an acceptable error rate, security standards, turnaround time, input data, storage media to be kept until permission to destroy them is received.

There are **three (3)** types of documents:

- (1) INS2106 Form – Record of Employment (ROE), E or K Series ROE; (Appendix B of Annex B)
- (2) INS2436 Form – Self-employed Fisher Record of Employment (ROE), Z Series ROE; (Appendix C of Annex B)
- (3) INS5097 Form – Request for Payroll Information; (Appendix G of Annex B)

The Contractor must data capture an amount varying between 275,000 and 450,000 documents in the first year with potential decreases in the subsequent years.

The variance in range may result because of other departmental initiatives and/or decisions.

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-pwgscc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgscc.gc.ca/esc-src/introduction-eng.html>) website.



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The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)

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.

1.4 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's [Indigenous Business Directory](#).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.



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.



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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

1. 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.
2. 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 [or physical \(if applicable\)](#) 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.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
4. 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.
5. Bid documents and supporting information may be submitted in either English or French.
6. 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).
7. 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.



8. 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.

2.1.7 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.

2.1.8 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.

2.1.9 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:



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- 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.

2.1.10 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 posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of section 2.1.4.

2.1.11 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.

2.1.12 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.

2.1.13 Conduct of evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:



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- 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 solitarily 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;



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- 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 Submission of Bids

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.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt.

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.

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

2.3 Former Public Servant

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



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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;



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- 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 5 (*five*) 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.

2.5 Applicable Laws

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.

2.6 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.



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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; nc-solicitations-gd@hrsdc-rhdcc.gc.ca
- Section II: Financial Bid, 1 soft copy via e-mail; nc-solicitations-gd@hrsdc-rhdcc.gc.ca
- Section III: Certifications, 1 soft copy via e-mail. nc-solicitations-gd@hrsdc-rhdcc.gc.ca

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

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 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

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below

Item	Documents	A)-Initial Period 01 Oct. 2023 to 30 Sept.2024		Optional periods						Sub Total A+B+C+D
		Estimated quantity	Firm Price (per 1000)	B) 01 Oct 2024 to 30 Sep.2025		C) 01 Oct 2025 to 30 Sep.2026		D) 01 Oct 2026 to 30 Sep. 2027		
				Estimated quantity	Firm Price (per 1000)	Estimated quantity	Firm Price (per 1000)	Estimated quantity	Firm Price (per 1000)	
1	INS 2106 Record of Employment (ROE) Forms without Blocks 6, 12 & 15C Shipping cost in both directions is included in the bidder's firm unit price.	220,000 forms	\$ _____	210,000 forms	\$ _____	200,000 forms	\$ _____	200 000 forms	\$ _____	\$ _____
2	INS2106 Record of Employment (ROE) including Blocks 6, 12 &15C Shipping cost in both	330,000 forms	\$ _____	320,000 forms	\$ _____	310,000 forms	\$ _____	310,000 forms	\$ _____	\$ _____



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	directions is included in the bidder's firm unit price.									
3	INS 2436 Self-employed Fisher (ROE) Shipping cost in both directions is included in the bidder's firm unit price.	25,000 forms	\$ _____	25,000 forms	\$ _____	25,000 forms	\$ _____	25,000 forms	\$ _____	\$ _____
4	INS 5097 Request for Payroll Information Form Shipping cost in both directions is included in the bidder's firm unit price.	75,000 forms	\$ _____	75,000 forms	\$ _____	75,000 forms	\$ _____	75,000 forms	\$ _____	\$ _____
Total Evaluated Price (Sub-total Item 1 + Sub-total Item 2 + Sub-total Item 3 + Sub-total Item 4) (Customs duties are included and Applicable Taxes are extra)									\$ _____	

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below.

Delivery as specified below.

(a) The Contractor will be responsible for all shipping costs in both directions. (see Shipment and Turnaround time – Annex B for further details on shipment.

(b) For work determined by ESDC to exceed the minimum data entry error rates as described in Article 8 – Data Capture Error Rate, Statement of Work, Annex B, the work will be returned in its entirety to the Contractor for correction at their expense, including pick-up and delivery costs and material to be furnished by the Contractor. All errors prior or after the data entry function whether caused by ESDC or the Contractor must be corrected by the Contractor at no additional cost to ESDC. This service is included in the firm unit prices specified above.

Bidders to note Article 8 – Data Capture Error Rate, Annex B – Statement of Work.

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 Sites or Premises Requiring Safeguarding Measures

3.1.1.1 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



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- 3.1.1.2** 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

It is understood by the parties submitting offers that to be considered valid, an offer **MUST** meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where supporting evidence is required by a mandatory item. Those not meeting all of these mandatory requirements at bid closing time will be given no further consideration.

ATTENTION BIDDERS:

WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL BESIDE THE CRITERIA WHICH ADDRESSES THE ISSUE.

Description		Page #	Compliant / Non-Compliant
M1	The bidder must demonstrate that it has the logistical capability (appropriate size facility, location, connectivity capability, lockable storage space) for marking, storage, transportation, communication and disposal of data for the number of documents that apply to this requirement.		
M2	<p>The bidder must demonstrate having managed a minimum experience of three years in the delivery of data capture of similar size, scope and complexity to that outlined in Annex B during the past five years.</p> <p>The bidder must provide a description of the service delivery with the following information:</p> <ul style="list-style-type: none"> • Name of the program/initiative/project • Name of Client • Dates of program/initiative/project (start date, end date and duration) • Nature and scope of program/initiative/project (type of data, form types, average monthly/yearly volumes) • Description of work performed and responsibilities held during the engagement. 		



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4.1.1.2 Point Rated Technical Criteria

In addition to meeting all of the mandatory requirements, the technical proposal at bid closing time will be evaluated on the basis of the following. The proposal must obtain 70% of the maximum total score and must obtain at least 60% of the maximum score in EACH POINT RATED CRITERIA (1, 2, and 3) in order to be deemed responsive.

ATTENTION BIDDERS:

WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL BESIDES THE CRITERIA BELOW WHICH ADDRESSES THE ISSUE.

	Rated Requirements	Proposal Reference to Criteria (Parag. No / Page No)	Total Points	Minimum Points Required
1	<p>Back-up measures for personnel or equipment: describe back-up measures to be used for personnel and equipment to ensure continuity of operations.</p> <ul style="list-style-type: none"> ➤ <u>Not addressed or poorly addressed (0 points – 0%):</u> The bidder does not have back-up measures or minimal back-up measures for personnel and/or equipment needed to deliver the services provided in the proposal. ➤ <u>Responsive (21 points - 60%):</u> The bidder demonstrated that they have the main elements/criteria for a Business Continuity Plan (back-up for personnel and/or equipment). ➤ <u>Excellent (35 points -100%):</u> The bidder demonstrated that they have all elements/criteria for a Business Continuity Plan ensuring that all components of the service delivery is covered in case of a situation that will prevent them of delivering the services described in the proposal (back-up measures are in place to ensure a timely replacement of personnel and equipment). 		35	21



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Rated Requirements		Proposal Reference to Criteria (Parag. No / Page No)	Total Points	Minimum Points Required
2.	<p>Demonstrate experience of the bidder's work force assigned to the project.</p> <p>Indicate number of personnel assigned to the project and number of years experience in data entry (résumé or other supporting documents required).</p> <ul style="list-style-type: none"> ➤ Limited experience (0 points – 0%): Resources have less than one-year experience in data capture capability. No information or insufficient information on the proposed personnel assigned to the project to demonstrate that the proposed personnel assigned to the project have less than one-year experience in data entry. ➤ Responsive (21 points - 60%): Proposal demonstrates that resources assigned to this project have at least one-year experience in data capture capability. ➤ Excellent (35 points -100%): Proposal demonstrates that 80% or more of the proposed personnel assigned to the project have 1 years' experience in data entry. 		35	21



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Rated Requirements		Proposal Reference to Criteria (Parag. No / Page No)	Total Points	Minimum Points Required
3.	<p>Proposed methodology for performing quality data entry. Demonstrate:</p> <ul style="list-style-type: none"> • Effective strategies for meeting customer turn-around time • Effective strategies for keeping a low error rate. <p>➤ <u>Not addressed or poorly addressed (0 points – 0%):</u> The bidder is unable to adequately demonstrated that they have no quality management methodology in place to meet the proposal turn-around time described in the proposal and don't have a strategy for quality assurance to minimize the error rate.</p> <p>➤ <u>Responsive (18 points - 60%):</u> The bidder adequately demonstrated that they have a quality management methodology in place to meet the proposal turn-around time described in the proposal and they have a strategy for quality assurance to minimize the error rate.</p> <p>➤ <u>Excellent (30 points -100%):</u> The bidder demonstrated that they have all elements/criteria to meet the turn-around time described in the proposal ensuring that all components of the service delivery is covered and clearly demonstrated that they all elements/criteria of a quality assurance to avoid any errors.</p>		30	18
Total Score			100	60

4.2 Basis of Selection

4.2.1 Basis of Selection – Lowest Price Per Point (50% Technical 50% Price)

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. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

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.



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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

5.1.2.1 Set-aside for Aboriginal Business

A3000T Set-Aside for Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



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A3001T Owner Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

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

Printed name of owner

Signature of owner

Date

A3002T Set-aside under the Procurement Strategy for Indigenous Business

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](#) of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

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>), 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

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.



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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

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

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.

5.2.4.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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 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) the Bidder's proposed 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. 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 Indigenous Business Certification

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 Indigenous 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.



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PART 7 - RESULTING CONTRACT CLAUSES

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 " B ".

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) (<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 (2022-04-07) at Annex "A", apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

- (a) [4008](#) (2008-12-12) Personal Information apply to and form part of the Contract
- (b) [A9122C](#) (2008-05-12) Protection and Security of Data Stored in Databases apply to and form part of the Contract

7.3 Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 100022969

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex C;
 - (b) *Contract Security Manual* (Latest Edition)

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures



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7.3.2.1 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:

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

7.3.2.2 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.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 1, 2023 inclusive

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **3 (three)** additional 1 (one) 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 **thirty (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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is: (Fill in at time of contract award)

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

The Project Authority for the Contract is: (fill in at time of contract award)

Name: _____
Title: _____
Employment and Social Development Canada
Address: _____
Telephone: ____ - ____ - _____
E-mail address: _____



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In its absence, the Project Authority is: (fill in at time of contract award)

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 at time of contract award)

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- Firm Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm price as specified in the table below**. 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.

Item	Record of Employment Document	Initial Period 01 Oct. 2023 to 30 Sept. 2024	Optional Periods		
			01 Oct. 2024 to 30 Sept. 2025	01 Oct. 2025 to 30 Sept. 2026	01 Oct. 2026 to 30 Sept. 2027
		Firm Price per 1000 forms * See (a) below	Firm Price (per 1000 forms) * See (a) below	Firm Price (per 1000 forms) * See (a) below	Firm Price (per 1000 forms) *see (a) below



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1	INS 2106 Record of Employment (ROE) Forms without Blocks 6, 12 & 15C	\$ _____	\$ _____	\$ _____	\$ _____
2	INS2106 Record of Employment (ROE) including Blocks 6, 12 & 15C	\$ _____	\$ _____	\$ _____	\$ _____
3	INS 2436 Self-employed Fisher (ROE)	\$ _____	\$ _____	\$ _____	\$ _____
4	INS 5097 Request for Payroll Information Form	\$ _____	\$ _____	\$ _____	\$ _____

Delivery as specified below.

(c) The Contractor will be responsible for all shipping costs in both directions. (see Shipment and Turnaround time – Annex B for further details on shipment.)

(d) For work determined by ESDC to exceed the minimum data entry error rates as described in Article 8 – Data Capture Error Rate, Statement of Work, Annex B, the work will be returned in its entirety to the Contractor for correction at their expense, including pick-up and delivery costs and material to be furnished by the Contractor. All errors prior or after the data entry function whether caused by ESDC or the Contractor must be corrected by the Contractor at no additional cost to ESDC. This service is included in the firm unit prices specified above.

Bidders to note Article 8 – Data Capture Error Rate, Annex B – Statement of Work.

Total estimated cost: \$ _____

7.7.2 Limitation of Expenditure

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



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- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.7.3 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.

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@hrsdc-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

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.

7.10 Applicable Laws

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

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.



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- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4008](#) (2008-12-12) Personal Information apply to and form part of the Contract and [A9122C](#) (2008-05-12) Protection and Security of Data Stored in Databases apply to and form part of the Contract;
- (c) Annex A, ESDC - General Conditions (2022-04-07);
- (d) Annex B, Statement of Work;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, to Part 5 of the Bid Solicitation. Federal Contractor Program for Employment Equity – Certification;
- (g) the Contractor's bid dated _____.

7.12 Foreign Nationals (Canadian Contractor)

[A2000C](#) Foreign Nationals (Canadian Contractor)

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.

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.

7.14 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.

7.15 Dispute Resolution

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



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- 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 (2022-04-07)

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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", "Her Majesty" or "the Government" means Her Majesty the Queen 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.



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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.



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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:



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- 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.



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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.



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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;



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"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: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine 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.



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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



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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



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- 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



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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 Accounts and audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the



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settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

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.



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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 [Policy on Harassment Prevention and Resolution](#), 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.



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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.



ANNEX "B"

STATEMENT OF WORK

1. Title

Data Capture Services

2. Objective

The Integrity Services Branch (ISB) of Employment and Social Development Canada mandate is to contribute to service excellence by ensuring the delivery of the client's full entitlement to government benefits and services. Enhancing service integrity is fundamental to delivering citizen-centered service and meeting the expectations of Canadian citizens, improving public trust and confidence in government, and achieving savings through the reduction of errors and the identification of overpayments.

3. Background Information

The *Employment Insurance Act* requires all employers to complete a Record of Employment (ROE) each time there is an interruption of earnings of an employee who was in an insurable employment or upon request by the Commission. The information contained on the second copy Record of Employment is captured and entered into the ROE Information System for the purpose of the Computer Post Audit and EI Benefit programs.

The *Employment Insurance Act* requires employers and clients to provide information on employment or absences from Canada when requested by ESDC. The information contained on the Request for Payroll Information is captured and entered into the National Integrity Investigation Systems for review purposes and EI Benefit programs.

The primary objective of this Contract is to obtain services as described herein.

4. Scope

The Contractor must provide data entry services on an "as and when requested" basis. The work will be performed in accordance with detailed specified requirements related to the information to be data captured and to technical conditions as to an acceptable error rate, security standards, turnaround time, input data, storage media to be kept until permission to destroy them is received.

There are **three (3)** types of documents:

- (1) INS2106 Form – Record of Employment (ROE), E or K Series ROE; (Appendix B of Annex B)
- (2) INS2436 Form – Self-employed Fisher Record of Employment (ROE), Z Series ROE; (Appendix C of Annex B)
- (3) INS5097 Form – Request for Payroll Information; (Appendix G of Annex B)

The Contractor must data capture an amount varying between 275,000 and 450,000 documents in the first year with potential decreases in the subsequent years.

The variance in range may result because of other departmental initiatives and/or decisions.



5. Applicable laws governing the protection of information

5.1. For the purpose of allowing the Contractor to perform the work under the contract, ESDC shall make available to the Contractor, in accordance with the Department of Human Resources and Skills Development Act and other applicable laws governing the protection of information under its control, the following information (Described in Appendices B, C, and G of Annex B) which is stored in ESDC's Personal Information Bank (PPU) 171 – Employment Insurance Program Investigation and ESDC PPU 150 – Insurance Claim file (Local Office).

- i. Name and address of the employer
- ii. Employer's account number – Canada Revenue Agency, Taxes (RCT)
- iii. Name and address of the employee
- iv. Employee's social insurance number
- v. Profession
- vi. Reason for issuing the ROE
- vii. Telephone number
- viii. Language preference
- ix. Total insurable hours
- x. Total insurable earnings
- xi. Pay period data
- xii. Travel data

5.2. For the purpose of performing the work under the contract, the Contractor shall collect, on behalf of ESDC and to the exclusion of all other information, the following information:

- All data elements displayed on the sample forms in Appendix G.1 of Annex B elements of personal information such as:
 - i. Social Insurance Number
 - ii. Business number
 - iii. File number
 - iv. BPC/DPP
 - v. Payment amounts
 - vi. Date of payments
 - vii. Additional information
 - viii. Signature
 - ix. Pay period
 - x. Gross earnings

5.3. The Contractor shall make every effort to ensure the accuracy of the information collected pursuant to section 5.2 above.

5.4. Unless otherwise required by law or authorised in writing by the individuals to whom that information relates, the Contractor shall not collect, use or disclose the information respectively referred to in sections 5.1 and 5.2 except for the purpose of performing the work under the contract.



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- 5.5. The Contractor shall maintain all information referred to in sections 5.1 and 5.2 above, and make sure it is only accessible, in Canada.
- 5.6. The Contractor shall segregate all records containing information referred to in sections 5.1 and 5.2 above (whether in electronic format or in hard copy) from other records and keep all databases in which such records are to be maintained physically independent from all other database, directly or indirectly, which are located outside Canada.
- 5.7. The Contractor shall ensure that all aspects of the processing of information referred to in sections 5.1 and 5.2 above are conducted in, and only accessible in Canada.
- 5.8. The Contractor shall take all necessary measures to ensure that every person hired, or the services of whom it retains to fulfill obligations under this contract, knows and complies with all the terms and conditions of this contract with respect to the protection of information referred to in sections 5.1 and 5.2 above.
- 5.9. Unless otherwise required by law or authorised in writing by the individuals to whom that information relates, the Contractor will ensure that no information referred to in sections 5.1 or 5.2 above, is disclosed to a third party for a purpose authorised herein, unless there is a written agreement between the Contractor and the third party, imposing upon the third party obligations that are the same as those that are imposed upon the Contractor under this contract with respect to the protection of this information.
- 5.10. The information referred to in sections 5.1 and 5.2 above remains at all times under the control of ESDC.
- 5.11. The information referred to in sections 5.1 and 5.2 above is protected by the *Privacy Act* and any other applicable federal laws governing the protection of personal information held by federal institutions. That information shall be treated as such by the Contractor in accordance with the ESDC Security Policy and Procedures Manual, the Government of Canada Security Policy or other instructions that ESDC may issue.
- 5.12. Unless otherwise required by law or authorised in writing by the individuals to whom that information relates, the Contractor shall not make any copies of the information referred to in sections 5.1 and 5.2 above except with the written consent of ESDC.
- 5.13. Unless otherwise required by law or authorised in writing by the individuals to whom that information relates, upon expiry or termination of the contract, whichever is earlier, the Contractor shall return to ESDC the information referred to in sections 5.1 and 5.2 above and copies thereof, if any.
- 5.14. All information shall be destroyed in accordance with the ESDC Security Policy and Procedures Manual or other instructions that ESDC may issue.
- 5.15. The Contractor's premises shall be open for inspection by authorized representatives of ESDC at reasonable times to ensure compliance with the provisions of this contract governing the protection of personal information.



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5.16. The Contractor shall notify ESDC immediately after he becomes aware that a breach of any provision of this contract governing the protection of personal information has occurred.

5.17. Any intentional breach by the Contractor of any provision of this contract governing the protection of personal information constitutes a fundamental breach of contract such that the contract may be terminated by ESDC.

Security Requirement for Canadian Supplier:

Common centralized professional services: Security requirement check lists No 9 of the Public Services and Procurement Canada. (Attached to Annex C – SECURITY REQUIREMENTS CHECKLIST).

5.18. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of **protected B**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

5.19. The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, confirmed by **Employment and Social Development Canada**.

5.20. The contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the **Employment and Social Development Canada** has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**.

5.21. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission from **Employment and Social Development Canada**.

5.22. The contractor/offeror must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex "C"
- b. Contract Security Manual (latest edition)

6. Use, retention, disposal of personal information collected for the contract and security requirements

The selected contractor will sign a contract which will include the following confidentiality clauses:

In order to enable the Contractor to perform the work stipulated in the contract, ESDC must make available to the Contractor the following personal information:
detailed in Appendices B, C and G in Annex B.

The Contractor must inform individuals of the purpose of the collection, including any statutory authority for the collection, of their right to refuse to provide any or all of the information requested and of any possible consequences of such refusal, and of their right of access and correction. The privacy statement must state the following:

That the personal information is collected on behalf of ESDC and that data will therefore be provided



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- The purpose of the collection
- How personal information will be used
- Any use or disclosure consistent with the original purpose
- That the disclosure of personal information is necessary
- Any legal or administrative consequences of refusing to provide the personal information
- Privacy rights under the law
- The right to file a complaint with the Privacy Commissioner of Canada regarding the handling of the individual's personal information
- Adapt the privacy statement for written (email) or verbal communication at the time of collection

The Contractor must make every effort to ensure the accuracy of the information collected.

The Contractor must retain all information and ensure that it is only accessible in Canada.

The Contractor must ensure that all aspects of information processing are performed and accessible only in Canada. The personal information must physically reside in Canada and are subject to the protections afforded by the Canadian privacy laws, therefore ESDC will be in a better position to take prompt action.

The Contractor shall take all necessary measures to ensure that any individual hired or retained for service to fulfill the obligations under this contract, are aware of and complies with all terms and conditions of this contract with respect to the protection of personal information.

The Contractor must protect the information at all times by taking all measures reasonably necessary to secure and protect its integrity and confidentiality. To do this, at a minimum, the contractor must:

- Collect personal information electronically using laptop computers configured according to the Government of Canada Directives and Policies - [Policies, directives, standards and guidelines-Canada.ca](#)
- Ensure that passwords or other access controls are provided only to the individuals who require access to personal information to perform the task
- Protect the servers used to store personal information from any external access by using methods that are generally employed, from time to time, by prudent public and private sector organizations in Canada as to protect highly secure or sensitive information
- Implement any reasonable security or protective measures requested by ESDC from time to time
- Immediately notify ESDC of any breach of privacy; for example, whenever an unauthorized person accesses personal information
- Unless otherwise required by law or authorized in writing by the persons to whom such information relates, the Contractor shall ensure that no personal information is disclosed to any third party for any purpose permitted herein, unless there is a written agreement between the Contractor, ESDC and the third party, imposing on the third party obligations identical to those imposed on the Contractor under this contract with respect to the protection of this information



- Personal information remains under the control of ESDC at all times
- All information must be destroyed in accordance with ESDC's Security Policies and Procedures Manual or any other instructions ESDC may issue.
- The Contractor must notify ESDC immediately upon becoming aware of a breach of any disposition of this contract governing the protection of personal information.
- A formal written notification (i.e. a privacy breach report to ESDC must follow once the investigation has determined that a privacy breach has occurred. The report includes the following information:
 - i. Date of the breach
 - ii. Date breach is reported
 - iii. Contact information (name, title, phone number, email address).
 - iv. Description of the breach
 - v. The nature and extent of the privacy breach.
 - vi. The type of personal information impacted.
 - vii. The concerned parties
 - viii. If the breach included the loss or theft of a computer, tablet or USB key; were they protected by a password or encrypted and, if so, what is the procedure for the protection implementation
 - ix. Are there other investigations related to the breach (e.g. security, criminal)?
 - x. Number of people affected
 - xi. Expected risk of harm
 - xii. Actions planned or taken as a result of the breach
 - xiii. The corrective measures that have been taken
 - xiv. The measures taken or to be taken to inform people.

Once immediate steps have been taken to mitigate the risks associated with the privacy breach, the Contractor, in conjunction with the person in charge at ESDC, must conduct a thorough investigation into the causes of the privacy breach, determine if a prevention plan should be developed and reflect on the elements that could be included in this plan.

It is possible to inform the impacted individuals and external stakeholders. The Contractor will work with ESDC if individuals need to be notified. It is important to consider some key elements before sending a notification letter:

Any intentional breach by the Contractor of any disposition of this contract governing the protection of personal information constitutes a fundamental breach of the contract such that the contract may be terminated by ESDC.

7. Applicable Documents

Appendix A of Annex B contains the Record of Employment General Data Capture Specifications.

Appendix B of Annex B contains a sample of the INS2106 ROE form, "E" series, and data entry instructions for that form. Form INS2106 ROE "K" series is identical to Form "E" series.



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Appendix C of Annex B contains a sample of the INS2436 ROE form, “Z” series, and 1 layout of data entry instructions for that form.

Appendix D of Annex B contains a sample of the FCI 748 batch header form and data entry instructions for that form.

Appendix E of Annex B contains projected monthly volumes of forms.

Appendix F of Annex B contains business validation rules.

Appendix G of Annex B contains a sample of the INS5097 and data entry instructions for that form.

8. Work Specifications

There are two (2) distinct types of ROE forms. Refer to appendices for samples and instructions. Each batch will contain 99 documents plus a batch header. All one hundred (100) documents must be data captured.

Maximum characters to data capture per form will be 488 characters for the INS2106 (including Block 15C). Block 15C includes earnings amounts provided by the employer. This block is completed by employers in approximately 55% of ROEs and can contain anywhere from 1 to 27 numeric entries.

Data in blocks 6 and 12 of the INS2106 form must only be data captured when data is present in Block 15C.

A separate quote must be provided for the data capture of the INS2106 when data capture of blocks 6, 12 and 15C is necessary.

Maximum characters to data capture per form will be 116 characters for the INS2436 form.

In all forms, there are a minimum of 9 alpha characters and a maximum of 26 alpha characters. The remainder are numeric.

Only one record will be created per form.

The estimated volume is between 1000 and 1200 ROE documents per day, but it is only an approximation given by ESDC in good faith (See Appendix E of Annex B).

The estimated annual form usage (document type), expressed in percentage, is:

INS2106, E and K series - 90.48 % of total

INS2436, Z series - 9.52 % of total

The documents will be the second copy of a three-part form (carbon copy) and possibly photocopies and will vary in quality from “good” to “very good”.

There is one (1) type of document for the Request for Payroll Information (INS5097). Refer to Appendix G of Annex B for sample and instructions.

There may be more than one record per form for the INS5097 form and a maximum of 132 characters per record.

A header record, which contains 40 characters, is required for the form.

A separate quote must be provided for the data capture for each form.



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The documents will be printed on white bond paper and will vary in quality from “very good” to “excellent”.

9. Data Capture Error Rate

For the ROE forms, a data entry error rate exceeding 5%, based on the field, is not acceptable. In fact, all the fields on a form are important. Any error in a field will render the field and perhaps the whole form invalid.

For the INS5097 form, a data entry error rate exceeding 2%, based on the field, is not acceptable. In fact, all the fields on a form are important. Any error in a field will render the field and perhaps the whole form invalid.

The error rate on the field is defined as follows:

Any error in a field will be considered an error in the whole field. For example, if one number of the Social Insurance Number is entered wrong, the whole number and therefore the field will be considered in error.

If the error rate is exceeded, following a verification on a complete or random basis, this will be considered to have exceeded the acceptable error rate.

ESDC will carry out monitoring of data entry quality on a regular basis. A statistically valid sample of records will be monitored to determine the quality of the work performed.

Any material not meeting this criterion will be returned in its entirety to the Contractor for correction at their expense, including pick-up and delivery costs and material to be furnished by the Contractor.

All errors prior to or after the data entry function whether caused by ESDC or the Contractor must be corrected by the Contractor at no additional cost to ESDC.

This includes the processing of ROE forms that fail the MOD10 check Business Rule validation used for Social Insurance Number (SIN) and the Business Number (BN) as described in Appendix F of Annex B, and as follows:

- The contractor is required to conduct complete data capture prior to conducting the MOD10 check therefore by processing an ROE form, whether or not data is uploaded; and
- The contractor will not be paid extra amount for forms failing the MOD10 check Business Rule validation.

This service must be included in the base price.

10. Validation Rules

Several fields will require validation by business rules (see Appendix F of Annex B).

ROE forms failing a validation rule must be removed from their respective batches and returned to ESDC.

The Contractor must data capture ROE Forms failing a validation rule, as usual. Special processing only applies to the return of the paper forms.

Any other data capture errors will be handled as specified in Appendix F of Annex B.



The INS5097 form contains two fields with validation rules, the Social Insurance Number (SIN) and the Business Number (BN). Please refer to Appendix F of Annex B for details.

11. Shipping and Turn-Around Time

ROE Forms:

ESDC will ship secure bins with forms every 4 to 6 weeks to the Contractor, depending on volumes.

Typically, the shipment consists of between 4 and 10 secure bins, each weighing approximately 50 pounds (22,5 kg).

The shipment is sent on a palette, via the courier service company designated by the Contractor.

The turnaround time must not exceed 27 calendar days from time of pick up at Employment and Social Development Canada, Bathurst to the delivery of processed data and documents back in Bathurst.

The Contractor must maintain monthly return shipments depending on volumes.

The Contractor must be responsible for all shipping costs in both directions.

INS5097 Form:

Canada Post will deliver the forms on a daily basis to the Contractor, to the exception of statutory holidays.

Typically, the shipment consists of forms being returned by employers and/or clients using return envelopes provided by ESDC.

The Contractor must open the envelopes and extract the forms in preparation for data entry.

The Contractor must date stamp the forms, staple all documents to prevent information loss.

The turnaround time must not exceed 72 hours from time of receipt to the shipment of processed data back to ESDC. The captured forms must be sorted by regions and returned to ESDC on a weekly basis to 5 different locations (Edmonton, Vaughan, Sept-Îles, Bathurst and Miramichi).

The Contractor must be responsible for all shipping costs in both directions.

The Contractor must maintain weekly or bi-weekly return shipments depending on volumes.

Occasional mistakes by employers

An employer could occasionally return an INS5097 form in an envelope without a stamp or a return address. In these cases, Canada Post issues an invoice directly to the Contractor for the cost of the stamp. Since the Contractor is required to pay these fees to Canada Post, he then charges the amount to ESDC by including the invoice and the INS5097 forms sent, by adding administration fees of 0,75\$ per incident payable by the Contractor. As proof of payment to Canada Post, the Contractor must include a numerated copy of each invoice for the month in question. Only a very small percentage of INS5097 forms are affected by these errors, but we do not know the exact volume.

Misdirected Mail:

Any Requests for Payroll Information forms (INS5097) that are received by the contractor but cannot be data entered by the contractor should be placed in a reject pile and placed in a bin when the forms are returned to the regions. These documents should clearly be identified as rejects.



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These may include, but not limited to, the following scenarios that would result in mail being placed in the reject pile:

- A. Replies from employers that do not meet the layout requirements:
 - The reply from employer was submitted using a different form (layout) – the INS5097 is not attached with the letter.
 - The reply from employer was submitted using a different form (layout) – the INS5097 is attached with the letter but was left empty (does not include cases of empty INS5097 forms without attachments).
 - The reply from employer was submitted using the recommended layout however the form is missing the first page (only the subsequent pages were included with the reply).
- B. The INS5097 form is missing any of the following fields from the top header of the INS5097 letter below:
 - Social Insurance Number
 - Date
 - BPC
 - Case Number
 - Business Number

				PROTECTED WHEN COMPLETED / PROTÉGÉ UN FOIS REMPLI - B	
REQUEST FOR PAYROLL INFORMATION DEMANDE DE RENSEIGNEMENT-REGISTRE DE PAIE			PROGRAM PROGRAMME	USER ID CODE DE L'UTILISATEUR	CASE NO. / NO. DU CAS 0000000 A0
NAME OF CLAIMANT / NOM DU PRESTATAIRE			BADGE-PAYROLL NO NO. D'INSIGNE-REGISTRE DE PAIE	BUSINESS NO. NO D'ENTREPRISE 000000000AA0000	
SOCIAL INSURANCE NUMBER NUMERO D'ASSURANCE SOCIALE 000 000 000	DATE YA M DJ 00 00 00	BF / AR YA M DJ	BPC / DPP 0000	FOR ASSISTANCE PLEASE CALL BESOIN D'AIDE? APPELEZ	EXT. / POSTE 1/1

Service Canada Centre
Centre Service Canada

0000001

If for any reasons the region cannot be identified, the forms must be returned to Employment and Social Development Canada at the following address:

At the attention of:

Service Canada
701, boulevard Laure, 3^{ème} étage
Sept-Îles, Qc, G4R 1X8

12. Deliverables, steps/milestones, and calendar

The Contractor must transfer data through a secure electronic mechanism (File Transfer Protocol). Data will be transmitted using Data Gateway. The Data Gateway application is used as a secure transfer mechanism by various Service Canada Programs to exchange data with Service Canada. It provides the identification, authentication and ensures the privacy of data as it is transmitted from your browser to our site.

If the data being returned represents corrections to previous work, then each batch or date must be listed on the label.



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Backup storage media containing information captured from all forms must be kept by the Contractor for 3 months.

The information is required not to exceed 27 calendar days for the ROE and 72 hours for the Request for Payroll Information form (INS5097) in order that discrepancies of unreported work and earnings under the Employment Insurance Act can be detected as quickly as possible.



APPENDIX A OF ANNEX B

RECORD OF EMPLOYMENT

GENERAL DATA CAPTURE SPECIFICATIONS

GENERAL

There are two (2) different source documents to be data captured:

- (1) INS2106, "A", "E" or "K" series
- (2) INS2436, "Z" series

Each field on the document is identified by a block number. The data to be captured from each block is identified in the detailed specifications. The record length form must be of 488 characters for the INS2106 and 116 characters for the INS2436. The data must be stored and sent in a text (.txt) file format.

Data from block 6 and 12 must only be data captured when data is present in Block 15C of the INS2106 form.

All forms will be batched (99 forms plus a batch header Form FCI 748). Forms for different series and/or formats will be batched separately.

Refer to Appendices B, C and D for samples of source documents and Appendices B.1, C.1, and D.1 for data entry instructions for each type of transaction.



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APPENDIX B OF ANNEX B

If completing this form by hand: use a pen

RECORD OF EMPLOYMENT (ROE)

EMPLOYER: SEE THE GUIDE - HOW TO COMPLETE THE RECORD OF EMPLOYMENT, IT IS ALSO AVAILABLE ON THE WEB SITE AT: WWW.CANADA.CA

Protected when completed - B

1 SERIAL NO. **E 0000000**

2 SERIAL NO. OF ROE AMENDED OR REPLACED

3 EMPLOYER'S PAYROLL REFERENCE NO.

4 EMPLOYER'S NAME AND ADDRESS

5 CRA'S BUSINESS NO. (BN)

6 PAY PERIOD TYPE

7 POSTAL CODE

8 SOCIAL INSURANCE NO.

9 EMPLOYEE'S NAME AND ADDRESS

10 FIRST DAY WORKED (OR FIRST DAY WORKED SINCE LAST ROE ISSUED)

D	M	Y
---	---	---

11 LAST DAY FOR WHICH PAID

D	M	Y
---	---	---

12 FINAL PAY PERIOD ENDING DATE

D	M	Y
---	---	---

13 OCCUPATION

14 EXPECTED DATE OF RECALL

UNKNOWN NOT RETURNING

D	M	Y
---	---	---

15A TOTAL INSURABLE HOURS ACCORDING TO CHART ON REVERSE

15B TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON REVERSE

\$

16 REASON FOR ISSUING THIS ROE ENTER CODE

FOR FURTHER INFORMATION, CONTACT

TELEPHONE NO ()

17 ONLY COMPLETE IF PAYMENTS OR BENEFITS (OTHER THAN REGULAR PAY) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD OR PAYABLE AT A LATER DATE.

A - VACATION PAY \$

B - STATUTORY HOLIDAY PAY FOR

D	M	Y	\$
			\$
			\$

C - OTHER MONIES (SPECIFY)

\$
\$
\$

18 COMMENTS

19 ONLY COMPLETE IF PAID SICK/MATERNITY/PARENTAL/COMPASSIONATE CARE/FAMILY CAREGIVER LEAVE OR GROUP WAGE LOSS INDEMNITY PAYMENT (AFTER THE LAST DAY WORKED).

PAYMENT START DATE

D	M	Y
---	---	---

AMOUNT

\$

PER DAY PER WEEK

20 COMMUNICATION PREFERRED IN ENGLISH FRENCH

21 TELEPHONE NO. ()

22 I AM AWARE THAT IT IS AN OFFENCE TO MAKE FALSE ENTRIES AND HEREBY CERTIFY THAT ALL STATEMENTS ON THIS FORM ARE TRUE.

D	M	Y
---	---	---

SIGNATURE OF ISSUER

NAME OF ISSUER (please print)

DATE

Appendix B
INS2106
'E' series ROE

INS-2106-01-16E



Service Canada delivers Employment and Social Development Canada programs and services for the Government of Canada.

EMPLOYEE'S COPY 1 (See reverse) PART Formulaire disponible en français.



APPENDIX B.1 OF ANNEX B

FORM INS2106 ROE “E or K” series

FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
1	1-9	Serial No.	First character alpha “E” or “K”. An exception can occur with first alpha character “A” and must be validated and accepted. Last 8 characters numeric. Data to be taken from Block 1.
2	10-18	Serial No. of ROE amended or replaced	First character must be alphabetical. An exception can occur with first alpha character “A” and must be validated and accepted. Last 8 characters numeric. Data to be taken from Block 2.
3	19-33	Employer’s Payroll Reference No.	Data to be taken from first 15 characters of Block 3.
4	34-48	Employer Account No. – Revenue Canada, Taxes (RCT) OR Business Number	First 3 characters alphabetical remaining characters numeric. Data to be taken from Block 5. OR First 9 characters numeric, second 2 characters always alphabetic (RP), last 4 characters numeric. If last 4 characters not indicated or incomplete, input the 9 characters numeric and the second alphabetic (RP). Data to be taken from Block 5.
5	49-54	Postal Code	Format ANANAN. “A” is alphabetical format (letter from A to Z) “N” is numeric (number from 0 to 9) Data to be taken from Block 7.
6	55-63	Employee’s Social Insurance Number	Must be numeric. For validation, please see: Appendix F of Annex B. Data to be taken from Block 8.
7	64-69	First Day Worked	Must be numeric. Data to be taken from Block 10.
8	70-75	Last Day for Which Paid	Must be numeric. Data to be taken from Block 11.



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FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
9	76-76	Reason for Issuing this ROE	Must be alphabetic character in the list below: A - Shortage of Work/End of contract or season/Employer Bankruptcy or Receivership B - Strike or Lockout D - Illness or Injury E - Quit F - Maternity G - Retirement/Approved workforce reduction H - Work Sharing J - Apprentice training K - Other M - Dismissal or Suspension N - Leave of Absence P - Parental Z - Compassionate Care / Family Caregiver Data to be taken from Block 16.
10	77-80	Total Insurable Hours	Must be numeric. Data to be taken from Block 15A.
11	81-86	Total Insurable Earnings	Must be numeric. Left zero fill. Data to be taken from Block 15B.
12	87-92	Filler	
13	93-106	Telephone Number	Must be numeric. Leave blank if block is empty. Data to be taken from Block 21.
14	107-112	Date of Issue	Must be numeric. Data to be taken from Block 22.
15	113-116	Filler	
16	117-118	Filler	
17	119-119	Pay Period Type	Must be alphabetical. Use the alpha character associated with each specific Pay Period Type in the list below: W - Weekly B - Bi-weekly M - Monthly O - Monthly non-standard S - Semi-monthly E - Semi-monthly non-standard H - Thirteen per year Data to be taken from Block 6. Leave blank if no data in block 15C.
18	120-123	Filler	
19	124-129	Final Pay Period Ending Date	Must be numeric. Data to be taken from Block 12. Leave blank if no data in block 15C.
20	130-135	Filler	



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FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
21	136-137	P.P. (1) (pay period number)	Data to be taken from block 15C. Pay periods (P.P.) are numbered from 1 to 27. Include a leading zero for numbers 1 to 9 (Ex: 01). There are three (3) P.P. per line. P.P. are to be read from left to right. P.P. in following fields are to be displayed in chronological ascending order.
22	138-146	Insurable Earnings	Must be numeric. Data to be taken from block 15C. Maximum of nine (9) characters in total. If less, use leading zeros on the data file. If no decimal and cents are displayed, then use (.00) on the data file. If there are earnings, the employer may display earnings in the following fashions: 1234.80 1,234.08 (remove comma on data file) 1234 (add .00 on data file) If there are no earnings for a given pay period, the employer may include the following in this field. Left blank Zero (0) Zero with a slash across (Ø) NA N/A Bar across (—) Diagonal bar (\), (/) If a zero is used in this field, then include nine (9) characters (000000.00) on the data file, if any other alpha character or line, then leave field blank.
23	147-148	Filler	
24	149-150	P.P. (2) (pay period number)	See explanation for field 21
25	151-159	Insurable Earnings	See explanation for field 22
26	160-161	Filler	
27	162-163	P.P. (3) (pay period number)	See explanation for field 21
28	164-172	Insurable Earnings	See explanation for field 22
29	173-174	Filler	
30	175-176	P.P. (4) (pay period number)	See explanation for field 21



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FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
31	177-185	Insurable Earnings	See explanation for field 22
32	186-187	Filler	
33	188-189	P.P. (5) (pay period number)	See explanation for field 21
34	190-198	Insurable Earnings	See explanation for field 22
35	199-200	Filler	
36	201-202	P.P. (6) (pay period number)	See explanation for field 21
37	203-211	Insurable Earnings	See explanation for field 22
38	212-213	Filler	
39	214-215	P.P. (7) (pay period number)	See explanation for field 21
40	216-224	Insurable Earnings	See explanation for field 22
41	225-226	Filler	
42	227-228	P.P. (8) (pay period number)	See explanation for field 21
43	229-237	Insurable Earnings	See explanation for field 22
44	238-239	Filler	
45	240-241	P.P. (9) (pay period number)	See explanation for field 21
46	242-250	Insurable Earnings	See explanation for field 22
47	251-252	Filler	
48	253-254	P.P. (10) (pay period number)	See explanation for field 21
49	255-263	Insurable Earnings	See explanation for field 22
50	264-265	Filler	
51	266-267	P.P. (11) (pay period number)	See explanation for field 21
52	268-276	Insurable Earnings	See explanation for field 22
53	277-278	Filler	
54	279-280	P.P. (12) (pay period number)	See explanation for field 21
55	281-289	Insurable Earnings	See explanation for field 22
56	290-291	Filler	
57	292-293	P.P. (13) (pay period number)	See explanation for field 21
58	294-302	Insurable Earnings	See explanation for field 22
59	303-304	Filler	
60	305-306	P.P. (14) (pay period number)	See explanation for field 21
61	307-315	Insurable Earnings	See explanation for field 22
62	316-317	Filler	
63	318-319	P.P. (15) (pay period number)	See explanation for field 21
64	320-328	Insurable Earnings	See explanation for field 22
65	329-330	Filler	
66	331-332	P.P. (16) (pay period number)	See explanation for field 21
67	333-341	Insurable Earnings	See explanation for field 22
68	342-343	Filler	
69	344-345	P.P. (17) (pay period number)	See explanation for field 21
70	346-354	Insurable Earnings	See explanation for field 22



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FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
71	355-356	Filler	
72	357-358	P.P. (18) (pay period number)	See explanation for field 21
73	359-367	Insurable Earnings	See explanation for field 22
74	368-369	Filler	
75	370-371	P.P. (19) (pay period number)	See explanation for field 21
76	372-380	Insurable Earnings	See explanation for field 22
77	381-382	Filler	
78	383-384	P.P. (20) (pay period number)	See explanation for field 21
79	385-393	Insurable Earnings	See explanation for field 22
80	394-395	Filler	
81	396-397	P.P. (21) (pay period number)	See explanation for field 21
82	398-406	Insurable Earnings	See explanation for field 22
83	407-408	Filler	
84	409-410	P.P. (22) (pay period number)	See explanation for field 21
85	411-419	Insurable Earnings	See explanation for field 22
86	420-421	Filler	
87	422-423	P.P. (23) (pay period number)	See explanation for field 21
88	424-432	Insurable Earnings	See explanation for field 22
89	433-434	Filler	
90	435-436	P.P. (24) (pay period number)	See explanation for field 21
91	437-445	Insurable Earnings	See explanation for field 22
92	446-447	Filler	
93	448-449	P.P. (25) (pay period number)	See explanation for field 21
94	450-458	Insurable Earnings	See explanation for field 22
95	459-460	Filler	
96	461-462	P.P. (26) (pay period number)	See explanation for field 21
97	463-471	Insurable Earnings	See explanation for field 22
98	472-473	Filler	
99	474-475	P.P. (27) (pay period number)	See explanation for field 21
100	476-484	Insurable Earnings	See explanation for field 22
101	485-486	Filler	

NOTE:

Data from blocks 6 and 12 must only be data captured when data is present in block 15C.



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APPENDIX C OF ANNEX B

Human Resources and Skills Development Canada / Ressources humaines et Développement des compétences Canada

RECORD OF EMPLOYMENT (ROE) — SELF-EMPLOYED FISHER

IF COMPLETING THIS FORM BY HAND, USE A PEN AND PRESS FIRMLY
 ISSUER: REFER TO THE GUIDE - HOW TO COMPLETE ROE SELF EMPLOYED FISHER FORM - WHICH PROVIDES DETAILED INSTRUCTIONS. Protected when completed - I

1. Serial No. Z	2. Serial No. of ROE Amended or Replaced	3. Employer's Payroll Reference No.		
4. Employer's Name and Address		5. Starting with the final trip or purchase date, enter insurable earnings for period of employment up to a maximum of 31 consecutive weeks or to the last ROE, whichever is less.		
5. Postal Code		6A. Trip(s) Start Date (Fresh Catch Only)	6B. Trip(s) End Date (Fresh) OR Date of Purchase (Cured)	6C. % Share of Insurable Earnings
7. Canada Revenue Agency Business No. (CRA - BN)		1.		
8. Name and Address of Self-Employed Fisher		2.		
9. Social Insurance Number		3.		
10. Commercial Fishing Vessel Number (CFVN)		4.		
11. Reason for issuing this ROE: If other than end of fishing, specify in Block 12 - Comments. (A) <input type="checkbox"/> End of Fishing (B) <input type="checkbox"/> Other		5.		
12. Comments		6.		
Appendix C INS2436 'Z' serie ROE		7.		
		8.		
		9.		
		10.		
		11.		
		12.		
13. I am aware that it is an offense to make false entries and hereby certify that all statements on this form are true.		13.		
Communication preferred in: <input type="checkbox"/> English <input type="checkbox"/> French		14.		
Name of Issuer (Print)		15.		
Signature of Issuer		16.		
		Telephone No. ()		
		13A D M Y Date		



THIS IS A VALUABLE DOCUMENT — KEEP IT IN A SAFE PLACE
 APPLY FOR EMPLOYMENT INSURANCE BENEFITS ON THE INTERNET AT www.hrsc.gc.ca **FISHER'S COPY - PART**
 FOR MORE INFORMATION, REFER TO THE BACK OF THIS DOCUMENT. **Ce formulaire est également disponible en français**



APPENDIX C.1 OF ANNEX B

LAYOUT NO. 1 - INS2436 ROE FORM, "Z" series

FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
1	1-9	Serial No.	First character alpha "Z". Last 8 characters numeric. Data to be taken from Block 1.
2	10-18	Serial No. of record amended or replaced	First character alpha "Z". Last 8 characters numeric. Data to be taken from Block 2.
3	19-33	Employer's Payroll Reference No.	Data to be taken from first 15 characters of Block 3.
4	34-39	Postal Code	Format ANANAN: "A" is alphabetical format (letter from A to Z) "N" is numeric (number from 0 to 9) Data to be taken from Block 5.
5	40-54	RCT Employer Acct. No. OR Business Number	First 3 characters alpha remaining characters numeric. Data to be taken from Block 7. First 9 characters numeric, second 2 characters always alpha (RP), last 4 characters numeric. If last 4 characters not indicated or complete leave that part of block empty. Data to be taken from Block 7.
6	55-63	Social Insurance No.	Must be numeric. Data to be taken from Block 9. For validation, please see: Appendix F of Annex B.
7	64-64	Reason for Issue	Must be alphabetic character in the list below: A - End of fishing B - Other Data to be taken from Block 11.
8	65-69	Filler	
9	70-71	Filler	
10	72-85	Telephone Number	Must be numeric. Data to be taken from Block 13.
11	86-91	Trip Start Date (Known as First Day Worked)	Must be numeric. Data to be taken from box 1 to 16 of Block 6A.
12	92-97	Trip End Date (Known as Last Day Worked)	Must be numeric. Data to be taken from box 1 to 16 of Block 6B.
13	98-102	Share of Insurable Earnings	Must be numeric. Data to be taken from box 1 to 16 of Block 6C.



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FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
14	103-108	Date Issue	Must be numeric. Data to be taken from Block 13A.
15	109-116	Filler	



APPENDIX D OF ANNEX B

NATIONAL SERVICES - Central Index
SERVICES NATIONAUX - Fichier central

Appendix D
FCI 748
Batch Header

RECORD OF EMPLOYMENT BATCH CONTROL SLIP
FICHE DE CONTRÔLE DE LOT DE RELEVÉS D'EMPLOI

QUANTITY / QUANTITÉ		
0	9	9

FIRST NUMBER / PREMIER NUMÉRO							

DECADE / DÉCENNIE		JULIAN DATE / DATE JULIENNE	

LAST NUMBER / DERNIER NUMÉRO							

SEQUENCE NUMBER / NUMÉRO SÉQUENTIEL				
0	0	0	0	0

001



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APPENDIX D.1 OF ANNEX B

KEYPUNCH SPECIFICATIONS

BATCH HEADER FCI 748

FIELD	COLUMNS	DESCRIPTION	OPERATION AND REMARKS
1	1	Transaction Code	ALWAYS "1" . This data is not shown on the form.
2	2-4	Quantity	Must be numeric. Left zero fill.
3	5-12	First Number	Must be numeric.
4	13-14	Decade	Must be numeric.
5	15-17	Julian Date	Must be numeric.
6	18-25	Last Number	Must be numeric.
7	26-30	Sequence Number	Must be numeric.
8	31-34	Batch Number	Must be alphanumeric
9	35-116	Blank	



APPENDIX E OF ANNEX B

ESTIMATED ROE MONTHLY VOLUMES

October 1st, 2023 to September 30th, 2024

MONTH	VOLUME
October	29,000
November	30,000
December	25,000
January	25,000
February	20,000
March	22,000
April	17,000
May	18,000
June	19,000
July	22,000
August	22,000
September	24,000
TOTAL	273,000

The above volumes are based on estimates of ROEs received in Bathurst; they are given in good faith by ESDC and are not binding. The volumes are subject to change as a result of other departmental initiatives and/or Ministerial decisions.



APPENDIX F OF ANNEX B

VALIDATION BUSINESS RULES

Validation of data by business rules only applies to the different versions of the INS2106 forms, (e.g. the “E” and “K” series), as well as to the INS5097 form.

Validation of data by business rules will be performed on the following fields:

- A. The Business Number (first 9 numbers in box 5) – INS2106 or INS 2436 forms
- B. The Social Insurance Number INS2106 (box 8) or INS 2436 (box 6) forms
- C. The First Day Worked and the Last Day for Which Paid (boxes 10 and 11)
– INS2106 forms
- D. The Reason for Issuing the ROE (box 16) – INS2106 forms
- E. The Case Number of the Request for Payroll Information - INS5097 form

Validation Rule # 1 is performed on fields A and B (above).

The business rule for box 5 and box 8 is the “MOD10” check (MOD10 Check). The following is an example of the “MOD10” validation, using the number: 998 986 731:

- a. Starting with the 1st digit, add every 2nd digit: **9 9 8 9 8 6 7 3 1.**

Therefore, $9 + 8 + 8 + 7 + 1 = 33$

- b. Double and add the other digits. If the doubling results in more than 9, add the two digits in the result, i.e., $2 \times 9 = 18$, so $1 + 8 = 9$.

Therefore, $9 9 6 3 = (1 + 8) + (1 + 8) + (1 + 2) + 6 = 27$

- c. Add the results of a. and b.

Therefore, $33 + 27 = 60$.

- d. The results of this addition should be a multiple of 10. If it is not, the SIN and/or Business Number is invalid.



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Validation Rule # 2 is performed on field C (above).

The First Day Worked and the Last Day for Which Paid, boxes 10 and 11, are written in date format e.g. *ddmmyy*.

- a. The Contractor should ignore century information in the year.
- b. Validation rule for these fields: the value in box 11 should be greater than the value in box 10.

Validation Rule # 3 is performed on field D (above).

The Reason for Issuing a ROE is a controlled list. Only the following characters are valid:

A, B, C, D, E, F, G, H, J, K, L, M, N, P, Z

Validation Rule # 4 is performed on field E (above).

The NIIS Case Number must be valid.

Take the first 8 digits of the Case number and append an "AddDigit" to the end to form a 9 digit number. The "AddDigit" must be as followed:

For ('A', 'J') AddDigit = '1'
For ('B', 'K', 'S') AddDigit = '2'
For ('C', 'L', 'T') AddDigit = '3'
For ('D', 'M', 'U') AddDigit = '4'
For ('E', 'N', 'V') AddDigit = '5'
For ('F', 'O', 'W') AddDigit = '6'
For ('G', 'P', 'X') AddDigit = '7'
For ('H', 'Q', 'Y') AddDigit = '8'
For ('I', 'R', 'Z') AddDigit = '9'

If this 9-digit number passes the "MOD10 Check" (Validation Rule #1), then the check digit must be 0.

Otherwise, the remainder of the "MOD10 Check" plus the check digit must equal 10.



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APPENDIX G OF ANNEX B

Form header with logos, QR code, and identification fields including 'DEMANDE DE RENSEIGNEMENT-REGISTRE DE PAIE' and 'PROTÉGÉ UNE FOIS REMPLI / PROTECTED WHEN COMPLETED - B'.

Appendix G

INS5097 – Request for Payroll Information

Front of form

Service Canada examine présentement la demande de prestations d'assurance-emploi pour l'un de vos employés. Par conséquent, nous avons besoin d'information concernant le travail et l'emploi de la personne mentionnée ci-dessus.

Service Canada is presently reviewing the claim for Employment Insurance (EI) benefits for one of your employees. As a result, we require work and employment related information on the employee named above.

Ces renseignements sont exigés en vertu du paragraphe 126(14) de la Loi sur l'assurance-emploi, qui autorise le Ministère à recueillir les renseignements nécessaires à l'appui du Programme d'assurance-emploi.

This information is requested under Subsection 126(14) of the Employment Insurance Act, which authorizes the Department to collect required information in support of the EI program. The provision of information known to be false or misleading is an offence under sections 39 and 135 of the Employment Insurance Act.

Section 1) Gains

Est-ce que cette personne a travaillé pour la(les) semaine(s) indiquée(s) ci-après ou a-t-elle reçu une rémunération pendant cette période? OUI NON

Section 1) Earnings

Did this person work and/or have earnings for the week(s) shown below? YES NO

Si « OUI », veuillez :

- Fournir les données de paie requises ci-dessous. Il est essentiel d'indiquer TOUTE LA RÉMUNÉRATION BRUTE par semaine civile (dimanche au samedi) même si votre période de paie diffère de ce cycle. Répondre aux questions de la section 2 et aux questions supplémentaires figurant à la section 3. Signer l'endos du formulaire.

If "YES", please:

- Complete the payroll data for the week(s) requested below. It is essential that ALL GROSS EARNINGS be shown by calendar week (Sunday to Saturday) even though this may differ from your pay period. Answer the questions in section 2 and any additional questions in section 3. Sign the reverse of this page.

Si « NON », veuillez :

- Répondre aux questions figurant à la section 3. Signer l'endos du formulaire.

If "NO", please:

- Answer the questions in section 3. Sign the reverse of this page.

Pour plus d'information sur la façon de remplir ce formulaire, visitez : http://www.canada.ca/ra/ae/employers/ins5097-15.shtml

For more information on how to complete this form visit: http://www.canada.ca/eng/ei/employers/ins5097-15.shtml

Table with 6 columns: Usage du bureau / Office use, Dates (dimanche au samedi / Sunday to Saturday), Rémunération brute - Gross earnings.

NAS / SIN: No. du CAS / Case No.:

Section 2) Paie de vacances

Section 2) Vacation pay

a) Un montant pour paie de vacances a-t-il été versé pendant les semaines indiquées au verso et inclus dans la rémunération brute? OUI NON

a) Was vacation pay paid and included in the gross earnings for weeks listed on the reverse page? YES NO

b) Un montant forfaitaire pour paie de vacances a-t-il été versé pendant les semaines indiquées au verso mais non inclus dans la rémunération brute? OUI NON

b) Was a lump sum vacation pay paid but not included in the gross earnings of the weeks included on the reverse page? YES NO

Montant versé : Date du versement :

Amount paid: Date of payment:

c) Est-ce que d'autres sommes ont été versées suite à la cessation d'emploi? OUI NON

c) Was money paid as result of termination of employment? YES NO



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ATTESTATION / CERTIFICATION

Je déclare par la présente être autorisé(e) à signer au nom de l'employeur.

I hereby certify that I am authorized to respond on behalf of the employer.

Je comprends également que le fait de communiquer des renseignements que l'on sait être faux ou trompeurs constitue une infraction aux termes des articles 39 et 135 de la *Loi sur l'assurance-emploi*, et que cela peut donner lieu à une pénalité administrative en application de l'article 39 OU à une poursuite en application de l'article 135, ce qui, dans ce dernier cas, est punissable sur déclaration de culpabilité par procédure sommaire et peut entraîner soit simplement une amende, soit à la fois une amende et un emprisonnement maximal de six mois.

I also understand that it is an offence under section 39 and section 135 of the *Employment Insurance Act* to provide information and that I know to be false or misleading, and that in so doing, I could be subject to an administrative penalty under section 39, OR prosecution under section 135, the latter of which is, upon summary conviction, punishable by fine or fine and imprisonment for a term not exceeding six months.

Date		Nom en lettres moulées / Print name		Signature
Ind. régional Area Code ()	N. de tél. / Tel.no. -	Poste / Ext.	Titre ou fonction / Position	

Les renseignements recueillis sur le présent formulaire sont utilisés aux fins de l'application du Régime de l'assurance-emploi. Leur collecte est autorisée en vertu de la Loi sur l'assurance-emploi. En vertu de la Loi sur la protection des renseignements personnels, chaque personne a le droit de consulter son dossier de prestations, incluant le présent formulaire, une fois rempli.

Information collected on this form is used for the application of the Employment Insurance program. Its collection is authorized under the Employment Insurance Act. Under the Privacy Act, individuals have the right to access their income benefit file which will include this form once completed.

La Commission s'engage à respecter le caractère confidentiel des renseignements obtenus sur le présent formulaire et à utiliser ces renseignements uniquement aux fins pour lesquelles ils ont été obtenus. Pour plus d'information, veuillez consulter le Répertoire des fichiers de renseignements personnels RHDCC PPU005 ou RHDCC PPU 150 disponible dans tous les Centres Service Canada.

The Commission undertakes to respect the confidentiality of the information obtained on this form and to use this information solely for the purpose for which it is obtained. For more information refer to the Index of Personal Information Banks available at all Service Canada Centres quoting registration number HRSDC PPU 005 or HRSDC PPU 150.

Le saviez-vous?

La transmission des relevés d'emploi par voie électronique augmente leur qualité et leur exactitude, ce qui signifie moins d'appels de suivi de Service Canada et moins de demandes de renseignements sur le registre de paie. Inscrivez-vous à RE Web dès maintenant au servicecanada.gc.ca/rewebpaie.

Did you know?

Submitting electronic Records of Employment (ROEs) improves the quality and accuracy of your ROEs, which means fewer phone calls and requests for payroll information from Service Canada. Register for ROE Web now at servicecanada.gc.ca/roewebpayroll.

INS 5097 (12-16) F2





APPENDIX G.1 OF ANNEX B

Request for Payroll Information Form (INS5097)

1. One (1) form may have from one (1) to five (5) pages
2. The number of pages involved is written in the last cell of row 3 at the top of the page; in the "PAGE" box (1/1, 1/2)
3. The employer may or may not return all pages of the document. Some may be forgotten in error.
4. All pages that are considered as part of the same form are to be data entered together as follows:

Page 1 front then back,
Page 2 front and back, etc.

5. The fields indicated below are those that need be data captured.
6. If an attachment is included with the form, the Contractor must return the attachment stapled to the form to prevent loss of data. Less than three percent (3%) of the forms may contain an attachment.

HEADER RECORD – Front of Form

FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
1	1-4	Will contain the form number for ease of identification 5097	The Request for Payroll Information form is known to our database as INS 5097. Only the four numeric characters will be input to identify the form data captured.
2	5-12	Date of capture	Numeric value (yyyymmdd)
3	13-15	File Number	Unique File ID Number
4	16-20	Record Count	Total Number of records including header record.
5	21-30	First Case	First Case Number
6	31-40	Last Case	Last Case Number



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RECORD 1 - Front of Form

FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
1	1-4	Will contain the form number for ease of identification 5097	The Request for Payroll Information form is known to our database as INS 5097. Only the four numeric characters will be input to identify the form data captured.
2	5-14 This number will be stored without the space i.e. 91977961A0	Case No. / No du cas	Located in the last cell of the first row; in the "Case No. / No du cas" box. First sequence is from 6 to 8 numeric digits followed by a space, then an alpha character (A,B,C,D,E,H,M,R,S or T), then a numeric character. i.e. 91977961 A0
3	15-29	Business No / No d'entreprise	Located in the last cell of the second row in the "Business No / No d'entreprise" box. First 9 characters numeric, second 2 characters always alpha (RP), last 4 characters numeric. If last 4 characters are not indicated or incomplete, leave that part of block empty. OR Can also be a combination of numeric characters followed by alpha characters totalling 9 to 15 digits.
4	30-30	Record Type	Record Type is equal to "1" for the first record.
5	31-39	Social Insurance Number	Will be 9 numeric characters OR A combination of 4 alpha characters followed by 5 numeric characters.
6	40-54	Filler	
7	55-60	Date	Represents the date the form was mailed. Consists of 6 numeric characters.
8	61-64	BPC/DPP	Must be numeric
9	65-65	Filler	



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
10	66-66	<p>Section 1)</p> <p>Row of four (4) check boxes in middle of form.</p>	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p> <p>On the left side: "Section 1) Gains"</p> <p>Box 1 = "OUI" Box 2 = "NON"</p> <p>On the right side: "Section 1) Earnings"</p> <p>Box 3 = "YES" Box 4 = "NO"</p> <p>One (1) digit alpha character will indicate whether the client has selected the "YES" or "OUI" box, the "NO" or "NON" box, or, left them all blank.</p> <p>Yes/Oui = Y No/Non = N Blank = B</p> <p>Although there may be multiple pages to the form, as soon as the "YES", "OUI", "NO" or "NON" boxes have been selected by the client on one of the pages, a "Y" or "N" will be indicated for this field even though the field may be blank on other pages of the form.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the field on page 1.</p> <p>If a "Y" has been selected on one page but an "N" has been selected on a different page, then the "Y" will always take precedence.</p>
11	67-67	Filler	
12	68-68	Filler	
13	69-69	Filler	



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RECORD 1 - Back of Form (continuation of Record 1)

FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
14	70-70	Section 2a)	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p> <p>On the left side: "Section 2) Paie de vacances"</p> <p>Box 1 = "OUI" Box 2 = "NON"</p> <p>On the right side: "Section 2) Vacation pay"</p> <p>Box 3 = "YES" Box 4 = "NO"</p> <p>One (1) digit alpha character will indicate whether the client has selected the "YES" or "OUI" box, the "NO" or "NON" box, or, left them all blank.</p> <p>Yes/Oui = Y No/Non = N Blank = B</p> <p>Although there may be multiple pages to the form, as soon as the "YES", "OUI", "NO" or "NON" boxes have been selected by the client on one of the pages, a "Y" or "N" will be indicated for this field even though the field may be blank on other pages of the form.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the field on page 1.</p> <p>If a "Y" has been selected on one page but an "N" has been selected on a different page, then the "Y" will always take precedence.</p>
15	71-72	Filler	
16	73-73	Section 2b)	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p>



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
			<p>On the left side: "Section 2) Paie de vacances"</p> <p>Box 1 = "OUI" Box 2 = "NON"</p> <p>On the right side: "Section 2) Vacation pay"</p> <p>Box 3 = "YES" Box 4 = "NO"</p> <p>One (1) digit alpha character will indicate whether the client has selected the "YES" or "OUI" box, the "NO" or "NON" box, or, left them all blank.</p> <p>Yes/Oui = Y No/Non = N Blank = B</p> <p>Although there may be multiple pages to the form, as soon as the "YES", "OUI", "NO" or "NON" boxes have been selected by the client on one of the pages, a "Y" or "N" will be indicated for this field even though the field may be blank on other pages of the form.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the field on page 1.</p> <p>If a "Y" has been selected on one page but an "N" has been selected on a different page, then the "Y" will always take precedence.</p>
17	74-75	Filler	
18	76-76	Section 2c)	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p> <p>On the left side: "Section 2) Paie de vacances"</p> <p>Box 1 = "OUI"</p>



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
			<p>Box 2 = "NON"</p> <p>On the right side: "Section 2) Vacation pay"</p> <p>Box 3 = "YES" Box 4 = "NO"</p> <p>One (1) digit alpha character will indicate whether the client has selected the "YES" or "OUI" box, the "NO" or "NON" box, or, left them all blank.</p> <p>Yes/Oui = Y No/Non = N Blank = B</p> <p>Although there may be multiple pages to the form, as soon as the "YES", "OUI", "NO" or "NON" boxes have been selected by the client on one of the pages, a "Y" or "N" will be indicated for this field even though the field may be blank on other pages of the form.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the field on page 1.</p> <p>If a "Y" has been selected on one page but an "N" has been selected on a different page, then the "Y" will always take precedence.</p>
19	77-77	Filler	
20	78-78	Filler	
21	79-79	<p>Row beginning with text:</p> <p>"Amount paid"</p> <p>OR</p> <p>"Montant versé"</p>	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p> <p>On this row, from left to right of the page there are 2 areas where the employer can write in an amount.</p> <p>One (1) digit alpha character will indicate whether the employer has written or typed text in one of the two (2) designated areas.</p> <p>- Text in one of the 2 areas = T</p>



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
			<p>- Both areas blank = B</p> <p>Although there may be multiple pages to the form, as soon as the text is included on one of the pages, a "T" will be displayed for this field.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the counter on page 1. A "T" will always take precedence over a "B".</p> <p>Data is collected from section 2b</p>
22	80-81	Filler	
23	82-82	Row beginning with text: "Amount paid" OR "Montant versé"	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p> <p>On this row, from left to right of the page there are 2 areas where the employer can write in an amount.</p> <p>One (1) digit alpha character will indicate whether the employer has written or typed text in one of the two (2) designated areas.</p> <p>- Text in one of the 2 areas = T - Both areas blank = B</p> <p>Although there may be multiple pages to the form, as soon as the text is included on one of the pages, a "T" will be displayed for this field.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the counter on page 1.</p> <p>A "T" will always take precedence over a "B".</p> <p>Data is collected from section 2c.</p>
24	83-84	Filler	
25	85-85	Row beginning with text: "Date of payment" OR	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p>



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
		"Date du versement"	<p>On this row, from left to right of the page there are 2 areas where the employer can write in a date.</p> <p>One (1) digit alpha character will indicate whether the employer has written or typed text in one of the two (2) designated areas.</p> <p>- Text in one of the 2 areas = T - Both areas blank = B</p> <p>Although there may be multiple pages to the form, as soon as the text is included on one of the pages, a "T" will be displayed for this field.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the counter on page 1.</p> <p>A "T" will always take precedence over a "B".</p> <p>Data is collected from section 2b.</p>
26	86-87	Filler	
27	88-88	Row beginning with text: "Date of payment" OR "Date du versement"	<p>This is a bilingual form where the French language is on the left side of the form and the English language is on the right side of the form.</p> <p>On this row, from left to right of the page there are 2 areas where the employer can write in a date.</p> <p>One (1) digit alpha character will indicate whether the employer has written or typed text in one of the two (2) designated areas.</p> <p>- Text in one of the 2 areas = T - Both areas blank = B</p> <p>Although there may be multiple pages to the form, as soon as the text is included on one of the pages, a "T" will be displayed for this field.</p> <p>For example, if the fields are blank on page 1 but have been completed on page 2, then page 2 counter would be kept instead of the counter on page 1.</p>



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
			<p>A "T" will always take precedence over a "B".</p> <p>Data is collected from section 2c.</p>
28	89-90	Filler	
29	91-91	<p>Free text lines underneath:</p> <p>"ADDITIONAL INFORMATION"</p> <p>OR</p> <p>"INFORMATION SUPPLÉMENTAIRE"</p>	<p>There are nine (9) rows in which the employer can write an explanation.</p> <p>One (1) digit alpha character will indicate whether the employer has written or typed text in one of the nine (9) designated rows.</p> <p>- Text in one of the 9 rows = T - Both columns blank = B</p> <p>Although there may be multiple pages to the form, as soon as the text is included in this area on one of the pages, a "T" will be displayed for this field.</p> <p>For example, if the field is blank on page 1 but has been completed on page 2, then page 2 counter would be kept instead of the counter on page 1.</p> <p>A "T" will always take precedence over a "B".</p>
30	92-93	Filler	
31	94-94	Signature	<p>The employer is required to sign the form.</p> <p>The Contractor will only need to determine whether or not the client has written text in this block.</p> <p>One (1) digit alpha character will indicate if the area has text or is blank.</p> <p>Text = T Blank = B</p> <p>Although there may be multiple pages to the form, as soon as this field has been completed with text on one of the pages a "T" will be indicated for this field even though the field may be blank on other pages of the form.</p> <p>For example, if the field is blank on page 1 but has been completed on</p>



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
			page 2, then page 2 counter would be kept instead of the field on page1 and a "T" will be displayed on the data file.
32	95-96	Filler	
33	97-97	Flag	1 - If there is an attachment to the form 0 - If there are no attachment
34	98-131	Filler	
35	132-132	Other	Y = if there is text on the form anywhere other than appointed fields, or if there is any other questionable information on the form.



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RECORD 2 (and Subsequent Records) – Front of Form

FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
1	1-4	Will contain the form number for ease of identification 5097	The Request for Payroll Information form is known to our database as INS 5097. Only the four numeric characters will be input to identify the form data captured.
2	5-14 This number will be stored without the space i.e. 91977961A0	Case No. / No du cas	Located on the third line of the "Case No. / No du cas" box. First sequence is from 6 to 8 numeric digits followed by a space, then an alpha character (A, B, C, D, E, H, M, R, S or T), then a numeric character. i.e. 91977961 A0
3	15-29	Business Number	Located on the second line of the "Case No. / No du cas" box. First 9 characters numeric, second 2 characters always alpha (RP), last 4 characters numeric. If last 4 characters are not indicated or incomplete, leave that part of block empty. OR Can also be a combination of 6 numeric characters followed by 3 alpha characters.
4	30-30	Record Type	This record will start its count at 2 as it is the second record for the INS 5097 form. This number will increment by one (1) with each subsequent record for the form. When a new INS5097 is data captured, the record count will be cleared and re-initiated with each new form.

A table is included in the bottom half of the form. It contains three (3) sets of three (3) columns which are to be read from left to right.

Office Use = code used by the Department to identify the week for which info is needed.

For the Week Commencing ... = date corresponding to the code in the previous column.

Gross Earnings = field to be completed by the employer.



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
<p>This area may be blank, may contain a single week, may contain a number of weeks, or, may contain up to five (5) pages of weeks for which the Department needs information.</p>			
5	31-32	Filler	
6	33-36	<p>“OFFICE USE”</p> <p>OR</p> <p>“À L’USAGE DU BUREAU”</p>	<p>A four (4) character numeric value.</p> <p>When a previous week displayed is not subsequent, there will be asterisks in the “Week commencing” field. If this is the case, then the “OFFICE USE” field for that week would be blank. Simply skip to the next field containing a number or amount.</p>
7	37-45	<p>“GROSS EARNINGS”</p> <p>OR</p> <p>“RÉMUNÉRATION BRUTE”</p>	<p>Nine (9) characters in total but may be less. If less, put leading zeros on the data file. If no period and cents are displayed, then put (.00) on the data file.</p> <p>If there are earnings, the employer may display earnings in the following fashions.</p> <p>1234.80 1,234.08 (take comma out on data file) 1234 (add .00 on data file)</p> <p>If there are no earnings for a given week, the employer may put the following in this field:</p> <p>Left blank Zero (0) Zero with a slash across (Ø) NA N/A Bar across (—) Diagonal bar (\) , (/)</p> <p>If a zero is included in this field or if any other entry indicates there are no earnings for a week, then 000000.00 will be included on the data file. This area should never be left blank on the data file.</p> <p>When a previous week displayed is not subsequent, there will be asterisks in the “Week commencing” field. If this is the case, then the “OFFICE USE” field for that week would be blank. Simply</p>



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
			skip to the next field containing a number or amount.
8	46-47	Filler	
9	48-51	“OFFICE USE” OR “À L’USAGE DU BUREAU” (second on same row)	See explanation for field 6
10	52-60	“GROSS EARNINGS” OR “RÉMUNÉRATION BRUTE” (second on same row)	See explanation for field 7
11	61-62	Filler	
12	63-66	“OFFICE USE” OR “À L’USAGE DU BUREAU” (second on same row)	See explanation for field 6
13	67-75	“GROSS EARNINGS” OR “RÉMUNÉRATION BRUTE” (second on same row)	See explanation for field 7
14	76-77	Filler	
15	78-81	“OFFICE USE” OR “À L’USAGE DU BUREAU” (first on next row)	See explanation for field 6
16	82-90	“GROSS EARNINGS” OR “RÉMUNÉRATION BRUTE” (first on next row)	See explanation for field 7
Continue to display all weeks in ascending Office Use Code order until all weeks have been included on subsequent records.			
17	91-92	Filler	
18	93-96	OFFICE USE	See explanation for field 6
19	97-105	GROSS EARNINGS	See explanation for field 7



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FIELD	COLUMNS	DESCRIPTION (Block on Form)	OPERATION AND REMARKS
20	106-107	Filler	
21	108-111	OFFICE USE	See explanation for field 6
22	112-120	GROSS EARNINGS	See explanation for field 7
23	121-132	Filler	



ANNEX "C"

SECURITY REQUIREMENTS CHECKLIST



Government of Canada
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Security Classification / Classification de sécurité

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 Yes
Non 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 Yes
Non 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 EMPLACEMENTS			

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? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non 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 Yes
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 Yes
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 Yes
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 Yes
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 Yes
Non Oui

Security Classification / Classification de sécurité
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PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											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).



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**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 ESDC		2. Branch or Directorate / Direction générale ou Direction Integrity Services Branch
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 Data capture services for some ESDC forms containing protected B information. The forms are converted into text files following the specification of the contract. The contractor must transfer the files using a secure electronic mechanism. The data will be transferred using a Data Gateway. The forms will be sent through Poste Canada or an approved delivery service, all carrier fees are to be paid by the contractor.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" 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





ANNEX “D” to PART 5 OF THE BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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)