



# **Guidelines on the Proactive Disclosure of Contracts**

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# **Guidelines on the Proactive Disclosure of Contracts**

# 1. Effective date

1.1 These guidelines take effect on March 23, 2017.

# 2. Purpose

2.1 To provide guidance to managers and functional specialists on the identification, collection, reporting and publication of contract information.

# 3. Context

- 3.1 As part of Canada's second Action Plan on Open Government, the Government of Canada has committed to the disclosure of contracting data via a centralized, machine-readable database available to the public. This commitment reinforces the proactive disclosure of contracts which reflects broader government commitments to transparency and strengthened accountability within the public sector originally announced in Budget 2004.
- 3.2 Contracting data is gathered for the purposes of:
  - Strengthening transparency of the procurement process for Canadians to hold their government to account;
  - Meeting trade agreement procurement reporting obligations; and
  - Evaluating policy instruments.
- 3.3 These guidelines support the Treasury Board Contracting Policy. Section 5.1.2 states that all departments and agencies awarding contracts and/or amendments, are required to submit an annual report to the Treasury Board Secretariat on all contracting activities. Section 5.1.3 states that as part of trade agreements, contracting authorities are required to report certain statistics. Section 5.1.6 states that "Deputy heads are required to publicly disclose quarterly, within one month after the close of each quarter, contracts entered into or amendments valued at over \$10,000."

# 4. Guidelines

# 4.1 Identification of contracts to be proactively disclosed

- 4.1.1 Treasury Board Contracting Policy requires quarterly public disclosure of the following:
  - A contract when its value is over \$10,000;
  - o A positive or negative amendment when its value is over \$10,000; and
  - A positive amendment when it modifies the initial value of a contract to an amended contract value that is over \$10,000.
- 4.1.2 Treasury Board Contracting Policy, section 5.1.2, requires annual reporting, on a calendar year basis, to Public Services and Procurement Canada (PSPC) via email (<a href="mailto:ncr.gwprs@pwgsc.gc.ca">ncr.gwprs@pwgsc.gc.ca</a> and cc: <a href="mailto:par-rsa@tbs-sct.gc.ca">par-rsa@tbs-sct.gc.ca</a>) on the following:
  - A contract when its value is \$10,000 and under: and
  - A positive or negative amendment when its value is \$10,000 and under.
- 4.1.3 Treasury Board Contracting Policy requires annual public disclosure, on a calendar year basis, on the volume and cumulative dollar value of a contract or positive or negative amendment when its value is \$10,000 or less. In addition, the disclosure of the volume and cumulative dollar value of all acquisition card transactions regardless of dollar value is required.
- 4.1.4 A series of amendments to a contract made in one reporting period may be disclosed as one amendment. Alternatively, an amendment may be reported separately if this is the standard practice in the department.
- 4.1.5 Non-financial amendments do not need to be disclosed, except when it is in the public interest to do so.
- 4.1.6 A contract option, when exercised, may be disclosed as an amendment. Alternatively, the full value of a contract, including options, may be disclosed at the time of contract award.
- 4.1.7 A call-up against a standing offer or supply arrangement should be disclosed as a contract.
- 4.1.8 A standing offer agreement and a supply arrangement agreement are not procurement contracts but are to be disclosed for the purpose of transparency. Such agreements must be disclosed either as part of proactive disclosure or on a public website.
- 4.1.9 For contracts with task authorizations Footnote 1, the full potential value of the contract may be disclosed upon contract award unless the full value is not expected to be used. In the latter situation, each task authorization may be disclosed

individually. When a contract includes a fixed deliverable and another deliverable that requires a task authorization, the department may disclose the contract and task authorizations in any manner that is transparent.

- 4.1.10 The government commitment is to disclose contracts or positive and negative amendments valued at over \$10,000 with only very limited exceptions, such as national security. A department may withhold information regarding the following:
  - 1. Memoranda of understanding with other levels of government and foreign governments;
  - 2. Service level agreements between federal departments or with Crown corporations;
  - 3. Information about contracts whose proactive disclosure would compromise criminal investigations, litigation, national security or public safety Footnote 2, or
  - 4. Information described in paragraphs 20(1)(a) to (d) of the Access to Information Act, (for example, a contractor's confidential pricing information).
- 4.1.11 When a department determines that information about a contract is exempt from proactive disclosure under Section 4.1.10(c) of these guidelines, the department is encouraged to disclose portions of contract information that are unclassified.

# 4.2 Collection of contracting data elements

4.2.1 The data elements in appendices A and B were developed to provide consistency to the public. As a best practice, departments are encouraged to follow the recommended approach identified in appendices A and B for each data element if possible. If use of the recommended approach is not possible, a department may use a standard practice in the department for disclosure. To provide consistency to the public, it is recommended that departments move away from departmental standards and move towards the recommended reporting standard over time.

# 4.3 Publication and reporting of contracts

- 4.3.1 Departments must report their contracting data on the Open Government Portal. When Public Services and Procurement Canada, Shared Services Canada (SSC) or another department or Crown corporation issues a contract on a department's behalf, the client department should report the contract. PSPC and SSC will assist client organizations by providing any information it has on such contracts through the Procurement Policy Division's GCpedia site within five business days after the end of the quarter.
- 4.3.2 When PSPC or SSC awards a contract on behalf of multiple client departments, each department may disclose its portion of the contract. For a standing offer agreement or supply arrangement agreement, it is recommended that the agreement be reported by the department that authorizes the agreement.
- 4.3.3 Reporting is to occur for:
  - 1. Quarterly public disclosures of data elements as detailed in Appendix A for contracts and positive and negative amendments over \$10,000, within one month after the end of each fiscal guarter.
  - 2. Annual public disclosures of data elements as detailed in Appendix B for contracts and positive and negative amendments \$10,000 and under, by end of April of the following calendar year.
  - 3. Annual reporting to PSPC of data elements as detailed in Appendix A for contracts and positive and negative amendments \$10,000 and under, by end of April of the following calendar year.
- 4.3.4 When the above dates for posting fall on a weekend or statutory holiday, departments may post information by the last business day before the weekend or holiday in question.
- 4.3.5 A contract or amendment not reported in the reporting period in which it was awarded may be reported in the subsequent reporting period, or as soon as practicable. Any contract or amendment included in a reporting period after its publication, should clearly indicate the omission within the comments data element (refer to Appendix C).
- 4.3.6 Information posted in one reporting period can be modified for that reporting period only when a material error was made in the data originally published. Any modified information is recommended to be clearly indicated as such within the comments data (refer to Appendix C).
- 4.3.7 Departments are to provide a nil report for any quarter or calendar year in which no contract or amendment is disclosed. Departments are to populate the reporting period and the nil report data elements within the reporting template.

# 4.4 Monitoring of proactive disclosure

- 4.4.1 It is recommended for the department's Head of Procurement to be responsible for:
  - 1. ensuring contracting information is accurate to a level of materiality that is cost-efficient;
  - 2. ensuring contracting information remains representative of actual contracting activity; and
  - 3. validating and approving the timely publication of contracting information.

# 5. References

# Relevant legislation:

- Access to Information Act
- Federal Accountability Act
- · Financial Administration Act
- Government Contracts Regulations

# **Treasury Board policies:**

- Contracting Policy
- Directive on Recording Financial Transactions in the Accounts of Canada

### **Treasury Board standards:**

- Standard on Web Accessibility
- Standard on Vendor Record

### Other publications:

• Budget Speech 2004

# 6. Enquiries

6.1 For questions on this policy instrument, please contact TBS Public Enquiries.

# Appendix A – Data elements for annual reporting to PSPC and quarterly publication on the Open Government Portal

## 1. Reference Number/Numéro de référence

### **Description:**

A unique identifier given to each line item in the reporting template.

### Data format:

- 1. When publishing quarterly: C-YYYY-YYYY-Q#-#####. For example: C-2016-2017-Q4-00001 this sequence will continue for each line item (i.e. -2016-2017-Q4-00001, -2016-2017-Q4-00002, -2016-2017-Q4-00003... etc.).
- 2. When reporting to Public Services and Procurement Canada: C-YYYY-####. For example, C-2017-00001 this sequence will continue for each line item (i.e.: C-2017-00001; C-2017-00002; C-2017-00003... etc.).

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 2. Procurement Identification Number / Numéro d'identification d'approvisionnement

### **Description:**

It is recommended that the procurement identification number be the contract number. Alternatively, the procurement identification number may be the commitment number or requisition number if this is the standard practice in the department.

# Data format:

Alpha-numeric.

### **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 3. Vendor Name / Nom du fournisseur

# **Description:**

It is recommended that the vendor name be the legal name of the contractor, as indicated on the contract. Alternatively, the vendor name may be the name in the financial system if this is the standard practice in the department.

# Data format:

Alpha-numeric.

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 4. Contract Date / Date du contrat

# **Description:**

- 1. It is recommended that the contract date be the date the contract is awarded by the government. Alternatively, the contract date may be the hard commitment date (the date that the financial commitment is recorded in the departmental financial system) if this is the standard practice in the department.
- 2. It is recommended that the contract date for a contract with task authorizations be the date that the contract is awarded (or the hard commitment date) for the contract. When the full value of the contract with task authorizations is likely not to be used, the contract date for each task authorization may be the date that each task authorization is issued (or the hard commitment date).
- 3. It is recommended that the contract date for an amended contract or the exercising of an option be the date that the contract is awarded (or the hard commitment date).
- 4. It is recommended that the contract date for a confirming order be the date of the verbal contract for goods, services or an amendment. If the date of the verbal contract cannot be determined, the contract date may be the date that the confirming order is issued.

### Data format:

YYYY-MM-DD

### **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 5. Economic Object Code/Code d'article économique

### **Description:**

- 1. It is recommended that this field be populated with the contract's numeric economic object code. Economic object codes are listed in the <u>Government-wide Chart of Accounts</u>. The use of accurate economic object codes is important for maintaining the integrity of the Public Accounts of Canada. Departments are to ensure that all expenditures are coded appropriately in accordance with the <u>Directive on Recording Financial Transactions in the Accounts of Canada</u>. Alternatively this field may be populated with the commodity code used by the federal government for procurement activities.
- 2. When a contract involves more than one economic object, it is recommended that the economic object associated with the largest dollar value be used. A department may use a different approach if this is the standard practice in the department.

### Data format:

Numeric.

### Reporting Requirement:

Required for all contracts entered into and positive and negative amendments over \$10,000.

# 6. Description of Work English / Description du travail Anglais

### **Description:**

It is recommended that this field be populated with the economic object code's text description as listed in the <u>Government-wide</u> <u>Chart of Accounts</u>. Alternatively this field may be populated with the commodity code's text description used by the federal government for procurement activities.

# Data format:

Alpha-numeric.

# **Reporting Requirement:**

Required for all contracts entered into and positive and negative amendments over \$10,000.

# 7. Description of Work French / Description du travail Français

# **Description:**

It is recommended that this field be populated with the economic object code's text description as listed in the <u>Government-wide</u> <u>Chart of Accounts</u>. Alternatively this field may be populated with the commodity code's text description used by the federal government for procurement activities.

### Data format:

Alpha-numeric.

### **Reporting Requirement:**

Required for all contracts entered into and positive and negative amendments over \$10,000.

# 8. Contract Period Start Date / Date de début du contrat

### **Description:**

- 1. For a services or construction services contract, it is recommended that the contract period start date be the starting date for the period of time over which the services are provided.
- 2. For a standing offer or supply arrangement agreement, it is recommended that this field be populated with the starting date for the period of time over which a call-up may be entered into.
- 3. For a contract with task authorizations, it is recommended that this field be populated with the starting date for the period of time over the entire contract. For a contract with task authorizations where the full value of a contract with task authorizations is likely not to be used, it is recommended for this field to be populated with the starting date for each task

authorization.

### **Data format:**

YYYY-MM-DD

### **Reporting Requirement:**

Required for all contracts entered into and positive and negative amendments over \$10,000.

# 9. Contract Period End Date or Delivery Date / Date de clôture du contrat ou Date de livraison

### **Description:**

- 1. For a goods contract, it is recommended for this field to be the date when goods are to be delivered, which may be the contract period end date. The department may use the last delivery date if the contract involves multiple items on multiple dates
- 2. For a services or construction services contract, it is recommended for this field to be the end date for the period of time over which the services are provided.
- 3. For a standing offer or supply arrangement agreement, it is recommended for this field to be the end date for the period of time over which a call-up may be entered into.
- 4. For a contract with task authorizations, it is recommended that this field be populated with the end date for the period of time over the entire contract. For a contract with task authorizations where the full value of a contract with task authorizations is likely not to be used, it is recommended for this field to be populated with the end date for each task authorization.

### Data format:

YYYY-MM-DD

## Reporting Requirement:

Required for all contracts entered into and positive and negative amendments over \$10,000.

### 10. Total Contract Value / Valeur totale du contrat

### **Description:**

- 1. It is recommended that the total contract value be the amount of the hard commitment recorded in the departmental financial system for the contract and all subsequent amendments regardless of dollar value. It is recommended for this field to be in Canadian currency and include all applicable taxes.
- 2. For a multi-year contract, it is recommended to be the total amount of the contract for all years.
- 3. For a contract amendment, it is recommended for this field to be the amended contract value.
- 4. For a contract with task authorizations, the full potential value of the contract may be disclosed upon contract award unless the full value is not expected to be used. In the latter situation, each task authorization may be disclosed individually or cumulatively. When a contract includes a fixed deliverable, and another deliverable that requires a task authorization, the department may disclose the contract and task authorization in any manner that is transparent.
- 5. The value of this field for the disclosure of a standing offer agreement or supply arrangement agreement is \$0.

### **Data format:**

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23.

### **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 11. Original Contract Value / Valeur d'origine du contrat

# **Description:**

- 1. It is recommended for the original contract value to be the amount of the hard commitment recorded in the departmental financial system at the time of contract award for a contract or amended contract. It is recommended for this field to be in Canadian currency and include all applicable taxes.
- 2. For a multi-year contract, it is recommended to be the amount at the time of contract award for the multi-year contract period.
- 3. For a contract option, it is recommended to be excluded from the original contract value and be disclosed at a later date as an amendment when the contract option is exercised. Alternatively, the full value of a contract including options, may be disclosed at the time of contract award.
- 4. For a contract with task authorizations, it is recommended that the original contract value be for the full amount of the contract rather than the amount specified within the minimum work guarantee clause. The full potential value of the contract may be disclosed in the original contract value unless the full value is not expected to be used. In the latter situation, each task authorization may be disclosed individually or cumulatively. When a contract includes a fixed deliverable and another deliverable that requires a task authorization, the department may disclose the contract and task authorizations in any manner that is transparent.
- 5. The value of this field for the disclosure of a standing offer agreement or supply arrangement agreement should be \$0.

# Data format:

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23.

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

### 12. Contract Amendment Value / Valeur de modification

# **Description:**

- For an amendment, it is recommended that the contract amendment value be the value of the contract amendment.
  Negative amendments should include a minus sign in front of the value. It is recommended for this field to be in Canadian currency and include all applicable taxes.
- 2. Multiple amendments to a contract that takes place in the same fiscal quarter may be reported either individually or combined. A positive or negative amendment(s) over \$10,000 are to be disclosed quarterly in accordance with Appendix A. A positive or negative amendment(s) \$10,000 and under are to be reported annually via email to PSPC in accordance with Appendix A, and to be disclosed annually on the Open Government Portal in accordance with Appendix B. An amendment should be disclosed either quarterly or annually. Disclosing an amendment both quarterly and annually would result in double counting of the amendment's value when calculating the total contracting activity of an organization.
- 3. When a contract is entered into and subsequently amended in the same fiscal quarter, the two transactions should be disclosed separately. Entry into the contract should be disclosed as a separate entry with the value at contract entry in the original contract value and should not include the value of the contract amendment. The contract amendment should also be disclosed as a separate entry with the value of the amendment in the contract amendment value and the contract entry value in the original contract value.
- 4. For a contract with task authorizations, when the full value is likely not to be used, the value of any subsequent task authorization may be reported as an amendment with its value reported in the contract amendment value.
- 5. A ';0' value should be included if there are no amendments associated with the contract.

### Data format:

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23.

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 13. Comments English / Commentaires en anglais

### **Description:**

- 1. Standardized comments are recommended to be used (refer to Appendix C). Avoid the use of acronyms within this field.
- 2. Departments are encouraged to provide a brief description of each contract.
- 3. When a contract involves an economic object code specified in Appendix D, departments are to provide a brief description of the contract so that the public may benefit from additional context. For example, for a management consulting contract the comments could state, "Feasibility study of a green building standard for departmental projects."

### **Data format:**

Alpha-numeric.

### **Reporting Requirement:**

Required for all contracts entered into and positive and negative amendments over \$10,000.

# 14. Comments French / Commentaires en français

## **Description:**

- 1. Standardized comments are recommended to be used (refer to Appendix C). Avoid the use of acronyms within this field.
- 2. Departments are encouraged to provide a brief description of each contract.
- 3. When a contract involves an economic object code specified in Appendix D, departments are to provide a brief description of the contract so that the public may benefit from additional context. For example, for a management consulting contract the comments could state, "Étude de faisabilité portant sur une norme en matière de bâtiments écologiques devant s'appliquer aux projets ministériels."

# Data format:

Alpha-numeric.

### Reporting Requirement:

Required for all contracts entered into and positive and negative amendments over \$10,000.

# 15. Additional Comments English / Commentaires additionnels en anglais

### **Description:**

The additional comments English field may be populated with additional comments when an organization needs additional capacity to fulfill the disclosure requirements under the comments English data field.

# Data format:

Alpha-numeric.

### **Reporting Requirement:**

As required, for all contracts entered into and positive and negative amendments over \$10,000.

# 16. Additional Comments French / Commentaires additionnels en français

## **Description:**

The additional comments French field may be populated with additional comments when an organization needs additional capacity to fulfill the disclosure requirements under the comments French data field.

### Data format:

Alpha-numeric.

# **Reporting Requirement:**

As required, for all contracts entered into and positive and negative amendments over \$10,000.

# 17. Agreement Type / Type d'accord

### **Description:**

It is recommended for the agreement type to identify whether a trade agreement applies to the contract.

### Data format:

This field must be populated with one of the following values (Single letter only, everything after and including the colon is for information purposes):

- 0 : None
- Y: WTO-AGP/NAFTA/AIT/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA (World Trade Organization Agreement on Government Procurement/North American Free Trade Agreement/Agreement on Internal Trade/Canada-Chile Free Trade Agreement/Canada-Colombia Free Trade Agreement/Canada-Honduras Free Trade Agreement/Canada-Panama Free Trade Agreement/Canada-Peru Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- Z:WTO-AGP/NAFTA (World Trade Organization Agreement on Government Procurement/North American Free Trade Agreement/)
- X: WTO-AGP/AIT/CCFTA/CKFTA (World Trade Organization Agreement on Government Procurement/Agreement on Internal Trade/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- C: NAFTA/AIT (North American Free Trade Agreement/Agreement on Internal Trade)
- W:WTO-AGP/AIT/CCFTA/CCOFTA/CHFTA/CPAFTA/CPFTA/CKFTA (World Trade Organization Agreement on Government Procurement/Agreement on Internal Trade/Canada-Chile Free Trade Agreement/Canada-Colombia Free Trade Agreement/Canada-Honduras Free Trade Agreement/Canada-Panama Free Trade Agreement/Canada-Peru Free Trade Agreement /Canada-South Korea Free Trade Agreement)
- N: NAFTA/CCFTA/CCoFTA/CHFTA/CPaFTA (North American Free Trade Agreement/Canada-Chile Free Trade Agreement/Canada-Colombia Free Trade Agreement/Canada-Honduras Free Trade Agreement/Canada-Panama Free Trade Agreement)
- I: AIT (Agreement on Internal Trade)
- A : ABSA (PSAB) (Aboriginal Business Set Aside Procurement Strategy for Aboriginal Business))
- R: LCSA (CLCA) (Land Claim Set Aside Comprehensive Land Claim Agreement)
- P: NAFTA/AIT/CCFTA/CCoFTA/CHFTA/CPaFTA (North American Free Trade Agreement/Agreement on Internal Trade/Canada-Chile Free Trade Agreement/Canada- Colombia Free Trade Agreement/Canada-Honduras Free Trade Agreement/Canada- Panama Free Trade Agreement)
- S: NAFTA/AIT/CCFTA/CCoFTA/CHFTA/CPaFTA/CKFTA (North American Free Trade Agreement/Agreement on Internal Trade/Canada-Chile Free Trade Agreement/Canada-Colombia Free Trade Agreement/Canada-Honduras Free Trade Agreement/Canada-Panama Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- T: NAFTA/AIT/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA (North American Free Trade Agreement/Agreement on Internal Trade/Canada-Chile Free Trade Agreement/Canada-Colombia Free Trade Agreement/Canada-Honduras Free Trade Agreement/Canada-Panama Free Trade Agreement/Canada-Peru Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- U: CCFTA (Canada-Chile Free Trade Agreement)
- V : AIT/CCFTA/CKFTA (Agreement on Internal Trade/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement)

# Reporting Requirement:

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 18. Commodity Type / Type de produit

# **Description:**

It is recommended for the commodity type to be populated with the one of the three commodity types (Good, Service or Construction). When a contract involves more than one commodity type, the commodity type associated with the largest dollar value should be used. A department may use a different approach if this is the standard practice in the department.

### **Data format:**

For all contracts and amendments regardless of dollar value (excluding acquisition card procurements from -\$10K to \$10K), this element must be populated with one of the following values (Single letter only, everything after and including the colon is for information purposes):

- G: Good
- S: Service
- · C: Construction

### Reporting Requirement:

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10.000 or less.

# 19. Commodity Code / Code de produit

### **Description:**

- 1. It is recommended for the commodity code to be populated with the generic product descriptions used by the federal government for procurement activities.
- 2. When using the Goods and Services Identification Number (GSIN), only those GSINs published by PSPC may be used. The commodity code for goods must use a minimum of four numeric characters. The commodity code for services must use either a minimum of one alphabetic character and three numeric characters or, two alphabetic characters and two numeric characters. The commodity code for construction must use a minimum of '51' and one or two numeric characters.
- 3. When a contract involves more than one commodity code, the commodity code associated with the largest dollar value should be used. A department may use a different approach if this is the standard practice in the department.

### Data format:

Alpha-numeric.

### **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 20. Country of Origin / Pays d'origine

# **Description:**

It is recommended for the country of origin to be populated with the <u>International Organization for Standardization (ISO) Standard 3166-1-alphas-2, Codes for the representation of Names of Countries</u>, to designate the country of origin applicable to the contract. Refer to the rules of origin to determine the country of origin.

### **Data format:**

Iphabetic characters listed in the <u>International Organization for Standardization (ISO) Standard 3166-1-alphas-2, Codes for the representation of Names of Countries.</u>

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

### 21. Solicitation Procedure / Méthode d'invitation à soumissionner

### **Description:**

It is recommended for this field to be populated with one of the four solicitation procedures listed below.

# Data format:

It is recommended for this field to be populated with one of the following alphabetic codes (disclose only the two alphabetic characters, all text after the two alphabetic characters and including the colon is for information purposes only):

- · AC : Advance Contract Award Notice
- · OB: Open Bidding
- TC: Traditional Competitive
- TN: Traditional Non-Competitive

### **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10.000 or less.

# 22. Limited Tendering Reason / Raisons justifiant le recours à l'appel d'offres limité

# **Description:**

It is recommended for this field to be populated with one of the limited tendering reasons listed below.

### Data format:

It is recommended for this field to be populated with one of the following numeric characters (Disclose numeric characters only, all text after the numeric characters and including the colon is for information purposes only):

- 00 : None
- 05 : No response to bid solicitation
- · 20 : Goods Purchased on a Commodity Market
- 21 : Purchases Made Under Exceptionally Advantageous Conditions
- 22: Winner of an Architectural Design Contest
- 71: Exclusive Rights
- 72 : Prototype Purchase
- 74 : Interchangeable Parts
- 81 : Extreme Urgency

- 23 : Consulting Services Regarding Matters of a Confidential Nature
- 24 : Additional Construction Services
- 25 : New Construction Services
- 86 : Prices and/or Sources Fixed by Government Regulations
- 90 : Protection of Human, Animal, or Plant Life or Health
- 87 : Government Objectives Representing Best Interests/Value
- 85 : Low Dollar-value

### Reporting Requirement:

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 23. Derogation / Dérogation

### **Description:**

It is recommended for this field to be populated with one of the derogations listed below. Trade agreements require that procurements be reported on that derogate from them. Each agreement specifies where this occurs. Derogations indicate a reason that a contract was not covered by a specific trade agreement or combination of trade agreements.

### Data format:

It is recommended for this field to be populated with one of the following numeric characters (Disclose numeric characters only, all text after the numeric characters and including the colon is for information purposes only):

- 00 : None
- 01: Shipbuilding and repair
- 02 : Urban rail and urban transportation equipment systems, components and materials
- 03 : Contracts respecting Federal Supply Classification (FSC) 58 (communications, detection and coherent radiation equipment)
- 04 : Set-asides for small and minority businesses
- 05 : Agricultural products made in furtherance of agricultural support programs or human feeding programs
- 06: The Depts. of Transport, Communications and Fisheries & Oceans respecting FSC 70, 74, 36
- 09 : Under exceptional circumstances exclude a procurement from the application of AIT, Chapter 5 for regional and economic development purposes

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 24. Procurement Strategy for Aboriginal Business Incidental Indicator / Stratégie d'approvisionnement auprès des entreprises autochtones

### **Description:**

It is recommended for this field to indicate whether an Aboriginal Business is awarded a contract on an incidental basis.

# Data format:

Boolean (including valid formats such as Yes or No, Y or N, T or F, Yes/Oui, or No/Non).

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 25. Intellectual Property Indicator / Indicateur de propriété intellectuelle

### **Description:**

It is recommended for this field to identify whether there are terms and conditions in the contract related to intellectual property (IP) and whether those terms would result in Crown or contractor ownership of the rights to the intellectual property.

### Data format:

It is recommended for this field to be populated with one of the following alpha-numeric values (Disclose the alpha-numeric characters only, all text after the numeric characters and including the colon is for information purposes only):

- A1 : Crown owned exception 1
- A2 : Crown owned exception 2
- A3: Crown owned exception 3
- A41: Crown owned exception 4.1
- A42: Crown owned exception 4.2
- A43: Crown owned exception 4.3
- A5: Crown owned exception 5
- A8: Crown owned exemption 8 (note: must have received approval of the Treasury Board via a Treasury Board submission)
- B: Contractor Owned
- C : No IP Terms in Contract
- NA: Not Applicable (Note: this input option may only be selected for contracts valued at \$25,000 or less)

# Reporting Requirement:

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 26. Potential for Commercial Exploitation / Potentiel d'exploitation commerciale

### Description

It is recommended for this field to identify whether intellectual property generated under the contract has the potential for commercial exploitation.

### **Data format:**

Boolean (including valid formats such as Yes or No, Yor N, Tor F, Yes/Oui, or No/Non).

### Reporting Requirement:

Required for all contracts and amendments where Intellectual Property is generated under the contract, regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 27. Former Public Servant in receipt of a PSSA pension / Ancien fonctionnaire recevant une pension en vertu de la LPFP

# **Description:**

It is recommended for this field to identify whether the contractor is a former public servant in receipt of a pension under the Public Service Superannuation Act (PSSA).

#### Data format:

Boolean (including valid formats such as Yes or No, Yor N, Tor F, Yes/Oui, or No/Non).

### Reporting Requirement:

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 28. Call-up or Contract against a Standing Offer or Supply Arrangement Agreement/ Commande subséquente à une l'offre à commandes ou arrangements en matière d'approvisionnement

### **Description:**

It is recommended for this field to identify whether the procurement is a call-up or contract against a standing offer agreement or supply arrangement agreement established by PSPC, Shared Services Canada (SSC) or the department.

# Data format:

It is recommended for this field to be populated with one of the following alphabetic characters (Disclose the alphabetic characters only, all text after the alphabetic characters and including the colon is for information purposes only):

- PWSOSA: Call-up or Contract against a Standing Offer or Supply Arrangement Agreement established by PSPC.
- SSCSOSA: Call-up or Contract against a Standing Offer or Supply Arrangement Agreement established by SSC.
- DSOSA: Call-up or Contract against a Standing Offer or Supply Arrangement Agreement established by the department.
- : Blank space indicating this field is not applicable.

### **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 29. Standing Offer or Supply Arrangement Number / Numéro de l'offre à commandes

# **Description:**

It is recommended for this field to be populated with the Standing Offer or Supply Arrangement Number applicable to this contract. This field should be left blank if there is no standing offer or supply arrangement established by PSPC or SSC associated with this contract.

### Data format:

Alpha-numeric.

### **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 30. Instrument Type/ Type d'instrument

# **Description:**

- 1. It is recommended for the instrument type to identify whether the transaction being disclosed is a contract, contract amendment, or a standing offer/supply arrangement agreement.
- 2. The instrument type for:
  - A contract is 'C';
  - o An amendment is 'A';
  - A standing offer agreement or supply arrangement agreement is 'SOSA';
  - When issuing a call-up against a standing offer or supply arrangement is 'C'; and
  - An amendment to a call-up is 'A'.

- 3. When a contract is entered into and subsequently amended in the same fiscal quarter, the two transactions should be disclosed separately. Entry into the contract should be disclosed as one entry and should be identified as a contract by entering 'C'. The contract amendment should be disclosed as a separate entry and be identified as an amendment by entering 'A'.
- 4. When a standing offer or supply arrangement agreement is amended, it should continue to be identified as an 'SOSA'.

### Data format:

It is recommended for this field to be populated with one of the following alphabetic characters (Disclose the alphabetic character only, all text after the alphabetic character and including the colon is for information purposes only):

- · C: Contract
- A: Amendment
- SOSA: Standing Offer Agreement/Supply Arrangement Agreement

### Reporting Requirement:

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# 31. Reporting Period/ Periode de déclaration

### **Description:**

It is recommended for this field to be populated in the standard format described below. For example if a contract is being amended on May 3, 2017, and disclosed in the first fiscal quarter of 2017-2018, the entry should be: 2017-2018-Q1.

#### Data format:

When disclosing quarterly, one of the following values where YYYY is the fiscal year the data was disclosed:

- YYYY-YYYY-Q1
- YYYY-YYYY-Q2
- YYYY-YYYY-Q3
- YYYY-YYYY-Q4

When providing information to Public Services and Procurement Canada, include the calendar year with the format YYYY.

# **Reporting Requirement:**

Required for all contracts and amendments regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

# Appendix B – Data elements for annual reporting and publication

# 1. Calendar Year Reporting Period

### **Description:**

It is recommended for this field to be populated in the standard format described below. For example if the template is being disclosed for the 2017 calendar year, the entry will be populated as: 2017.

# Data format:

YYYY

# Reporting Requirement:

Required.

# 2. Number of Goods Contracts \$10K and under

### **Description:**

It is recommended for this field to be populated with the total number of goods contracts entered into with a value of \$10,000 and under. This includes goods contracts entered into and subsequently amended in the same calendar year to an amended contract value of \$10,000 and under.

# Data format:

Numeric and excluding spaces and commas.

# Reporting Requirement:

Required.

# 3. Goods Contracts \$10K and under - Original Value

# **Description:**

It is recommended for this field to be populated with the value of all goods contracts with a value of \$10,000 and under, at the time of contract entry. This value should be in Canadian currency and include all applicable taxes.

### Data format:

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23

# **Reporting Requirement:**

Required.

# 4. Goods Contracts Amendments from -\$10K to \$10K - Net Amendment Value

### **Description:**

It is recommended for this field to be populated with the value of all goods contracts' net amendments (i.e. all positive and negative amendments) with a value from -\$10,000 to \$10,000. This value should be in Canadian currency and include all applicable taxes. An amendment should be disclosed either quarterly or annually. Disclosing an amendment both quarterly and annually would result in double counting of the amendment's value when calculating the total contracting activity of an organization.

### Data format:

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23

### **Reporting Requirement:**

Required.

### 5. Number of Service Contracts \$10K and under

### **Description:**

It is recommended for this field to be populated with the total number of services contracts entered into with a value of \$10,000 and under. This includes services contracts entered into and subsequently amended in the same calendar year to an amended contract value of \$10,000 and under.

### **Data format**

Numeric and excluding spaces and commas.

# **Reporting Requirement:**

Required.

# 6. Service Contracts \$10K and under - Original Value

### **Description:**

It is recommended for this field to be populated with the value of all service contracts with a value \$10,000 and under, at the time of contract entry. This value should be in Canadian currency and include all applicable taxes.

#### Data format:

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23

## **Reporting Requirement:**

Required.

### 7. Service Contracts from -\$10K to \$10K - Net Amendment Value

### **Description:**

It is recommended for this field to be populated with the value of all service contracts' net amendments (i.e. all positive and negative amendments) with a value from -\$10,000 to \$10,000. This value should be in Canadian currency and include all applicable taxes. An amendment should be disclosed either quarterly or annually. Disclosing an amendment both quarterly and annually would result in double counting of the amendment's value when calculating the total contracting activity of an organization.

# Data format:

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23

### Reporting Requirement:

Required.

# 8. Number of Construction Contracts \$10K and under

### **Description:**

It is recommended for this field to be populated with the total number of goods contracts entered into with a value of \$10,000 and under. This includes goods contracts entered into and subsequently amended in the same calendar year to an amended contract value of \$10,000 and under.

### Data format:

Numeric and excluding spaces and commas.

# Reporting Requirement:

Required.

# 9. Construction Contracts \$10K and under - Original Value

# **Description:**

It is recommended for this field to be populated with the value of all construction contracts with a value \$10,000 and under, at the time of contract entry. This value should be in Canadian currency and include all applicable taxes.

### Data format:

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23

# **Reporting Requirement:**

Required.

# 10. Construction Contracts Amendments from -\$10K to \$10K - Net Amendment Value

### **Description:**

It is recommended for this field to be populated with the value of all net amendments (i.e. all positive and negative amendments) with a value from -\$10K to \$10K. This value should be in Canadian currency and include all applicable taxes. An amendment should be disclosed either quarterly or annually. Disclosing an amendment both quarterly and annually would result in double counting of the amendment's value when calculating the total contracting activity of an organization.

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23

### Reporting Requirement:

Required.

# 11. Number of Acquisition Card Transactions for all Dollar Values

### **Description:**

It is recommended for this field to be populated with the total number of all acquisition card transactions for all dollar values.

### Data format:

Numeric and excluding spaces and commas.

# **Reporting Requirement:**

Required.

# 12. Acquisition Card Transactions for all Dollar Values – Total Value

### **Description:**

It is recommended for this field to be populated with the sum of all dollar values for all acquisition card transactions. This value should be in Canadian currency and include all applicable taxes.

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23

# **Reporting Requirement:**

Required.

# Appendix C – Table of standardized comments

The comments data element is to	
identify when the contract contains	
the following characteristic	

Standardized comment

Contract involving more than one

department

This is part of multidepartmental contract #: [insert contract #].

**Contract restatement** 

This is a notice of the restatement of Contract [reference number] dated [contract period/delivery date]. The contract was misstated for [misstated contract information] and

has been corrected.

Contract previously not reported

This contract was omitted from a previous public disclosure.

For a contract with task authorizations, the realized amount of the contract is contingent on Contract with task authorizations the number of task authorizations issued and may be less than the amount proactively

disclosed, dependent on the operational requirements of the department.

**Note:** Departments are encouraged to develop additional standardized comments that meet their unique operational requirements.

# Appendix D – Economic object codes warranting a further description

# **Economic object code** Objects of expenditure

0351 Communications professional services not elsewhere specified

0859 Other business services not elsewhere specified 0401 Accounting and audit services

0402 Human resources management services

0403 Financial management services

0404 Communications services 0405 Real property services

0406 Material services 0407 Acquisition services

0420 Engineering services not elsewhere specified

0422 Engineering consultants - construction

0423 Engineering consultants - other

0431 Scientific consultants 0446 Training consultants

0451	Other health services not elsewhere specified
0473	Information technology and telecommunications consultants
0491	Management consulting
0813	Temporary help services
0499	Other professional services not elsewhere specified
0819	Non-professional personal service contracts not elsewhere specified
0891	Personal services

# **Footnotes**

### Footnote fn1

A task authorization (TA) is a structured administrative process that enables the client to authorize work by a contractor on an as-and-when-requested basis in accordance with the terms and conditions of an existing contract. Contracts that provide for the use of TAs (TA contracts) are used in contracting situations when a definite need for a category of service exists but the precise nature and timing of the need cannot be established in advance.

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### Return to footnote 1 referrer

### Footnote fn2

Not all legal services fall under this exception. This exception covers only those legal services where disclosure would compromise criminal investigations, national security, negotiations or public safety.

# Return to footnote 2 referrer

### Footnote fn3

For the purpose of this guideline, 'former public servant' means, any former member of a department as defined in the Financial Administration Act, in receipt of a pension under the Public Service Superannuation Act.

Return to footnote 3 referrer