



# **Guidelines on the Proactive Disclosure of Contracts (UPDATE)**

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(UPDATE)

# Guidelines on the Proactive Disclosure of Contracts

## Note to reader

### Note 1

The *Guidelines on the Proactive Disclosure of Contracts* have been amended. The changes are as follows and are effective immediately:

- Amendment to Appendix A to update guidance on trade agreement reporting to align with the rescission of the North American Free Trade Agreement, to replace the Country of Origin data field with the Country of Vendor data field and to update guidance on the reporting of the Economic Object Code data field.
- Amendment to Appendix C to add a new standardized comment.

## 1. Effective date

- 1.1 This version of the guidelines incorporates updates effective July 1, 2020.

## 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.

3.4 These guidelines also support the public disclosure of contract information requirements for government entities and Ministers' offices under the Access to Information Act. Sections 77 and 86 of the Act requires Ministers' offices and government entities to publicly disclose contracts with a value of over \$10,000, a contract amendment when it modifies the contract value to exceed \$10,000 and amendments to contracts that increase or decrease the value of the contract by more than \$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;
  - 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 ([ncr.gwprs@pwgsc.gc.ca](mailto:ncr.gwprs@pwgsc.gc.ca)) and cc: [ZZPDCDC@tbs-sct.gc.ca](mailto:ZZPDCDC@tbs-sct.gc.ca)) 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 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:
- a. Memoranda of understanding with other levels of government and foreign governments;
  - b. Service level agreements between federal departments or with Crown corporations;
  - c. Information about contracts whose proactive disclosure would compromise criminal investigations, litigation, national security or public safety 2; or
  - d. 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 Starting for calendar year 2017, 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. In addition, the PSPC and SSC contracting authority is to provide a copy of each contract or amendment to the client department at time of award.
- 4.3.2 For PSPC or SSC multidepartmental contracts, departments are to disclose their portion only as either a contract or amendment based on how it was recorded in their departmental procurement or financial systems. 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:

- a. Quarterly public disclosures of data elements as detailed in Appendix A for contracts and positive and negative amendments over \$10,000, within 30 days after the end of the first three quarters of a fiscal year (April to June, July to September and October to December) and 60 days after the end of the fourth quarter.
- b. Annual public disclosures of data elements as detailed in Appendix B for contracts and positive and negative amendments \$10,000 and under, by May 30 of the following calendar year.
- c. Annual reporting to PSPC of data elements as detailed in Appendix A for contracts and positive and negative amendments \$10,000 and under, by May 30 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.

4.3.8 Departments are to report on the data format under the new and revised Appendix A data fields as soon as administratively possible, but no later than the fourth quarter of fiscal year 2021/2022 for contracts and amendments awarded starting January 1, 2022. In the interim, departments are to continue to use the previous data format to report on the existing data fields until they are able to change to the new data format.

4.3.9 Departments and agencies listed in Appendix E are to include the new data elements identified in Appendix A, items 37 to 40 in the proactive disclosure reports on a pilot basis. It is recommended for departments to begin reporting on the data elements listed in Appendix E after departmental procurement or financial systems have implemented the required functionality. Treasury Board Secretariat will review the list of departments and agencies reporting on Appendix E on an ongoing basis for inclusion of remaining departments as they obtain the required functionality.

## 4.4 Monitoring of proactive disclosure

4.4.1 It is recommended for the department's Head of Procurement to be responsible for:

- a. ensuring contracting information is accurate (including information publicly disclosed on the Open Government portal) to a level of materiality that is cost-efficient;
- b. ensuring contracting information remains representative of actual contracting activity; and
- c. 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 Accounting Standards: GC 5000 Recording Financial Transactions in the Accounts of Canada](#)

### Treasury Board standards:

- [Standard on Web Accessibility](#)
- [Standard on Vendor Record](#)

## 6. Enquiries

6.1 For questions on this policy instrument, please contact [TBS Public Enquiries](#).

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# 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:

- i. 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.).
- ii. 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-

**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. Vendor Postal Code / Code postal du fournisseur (New)**

**Description:**

- i. It is recommended this field be populated with the first three digits of the postal code for the vendor identified in the contract.
- ii. Alternatively, the vendor postal code may be the first three digits of the postal code identified in the procurement/financial system if this is the standard practice in the department.
- iii. This field is to be populated with "NA" if the vendor is located outside of Canada.

**Data format:**

Alpha-numeric. For example: A1A for Canadian postal code.



**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. Buyer Name / Nom de l'acheteur (New)

**Description:**

- i. It is recommended that the field be populated with the name of the buyer, as indicated on the original contract, or alternatively the individual responsible for the procurement at the department.
- ii. For the establishment of a standing offer or supply arrangement agreement, it is recommended that this field be populated with the name of the buyer that issued the original standing offer or supply arrangement agreement.
- iii. For a call-up contract against a standing offer or supply arrangement, this field should be the name of the buyer identified in the original call-up contract.
- iv. For a contract with task authorizations, this field may be populated with the name of the buyer indicated in the original contract or in the individual task authorization.
- v. For amendments, it is recommended that this field be populated with the value "NA". The value "NA" for this field indicates not applicable.
- vi. For contracts awarded by PSPC or SSC on behalf of the client department, it is recommended that this field be populated with the name of the PSPC or SSC contracting authority. If this is not available, indicate the values, "PSPC-SPAC" or "SSC-SPC" as applicable.

**Data format:**

Alphabetical characters; free text. Include the buyer name with the format: last name, first name.

**Reporting Requirement:**

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

## 6. Contract Date / Date du marché

**Description:**

- i. 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.
- ii. 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).
- iii. 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).
- iv. 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:**

**Reporting Requirement:**

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

## 7. Economic Object Code/Code d'article économique (Revised)

**Description:**

- i. It is recommended that this field be populated with the contract's numeric economic object code. Economic object codes are listed in the [Government-wide Chart of Accounts](#). 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 [Directive on Accounting Standards: GC 5000 Recording Financial Transactions in the Accounts of Canada](#).
- ii. For standing offers and supply arrangement agreements, this field may be populated with the data value "NA". The value "NA" for this field means not applicable.
- iii. 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:**

Alpha-numeric.

**Reporting Requirement:**

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

## 8. Description of Work English / Description du travail Anglais (Revised)

**Description:**

It is recommended that this field be populated with the economic object code's text description as listed in the [Government-wide Chart of Accounts](#). For standing offers and supply arrangement agreements, 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.

## 9. Description of Work French / Description du travail Français (Revised)

**Description:**

It is recommended that this field be populated with the economic object code's text description as listed in the [Government-wide Chart of Accounts](#). For standing offers and supply arrangement agreements, 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.

## 10. Contract Period Start Date / Date de début du marché

**Description:**

- i. 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.
- ii. 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.
- iii. 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.

## 11. Contract Period End Date or Delivery Date / Date de clôture du marché ou Date de livraison

**Description:**

- i. For a goods contract, it is recommended this field 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.
- ii. 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.
- iii. 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.
- iv. 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.

## 12. Total Contract Value / Valeur totale du marché

### Description:

- i. 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.
- ii. For a multi-year contract, it is recommended to be the total amount of the contract for all years.
- iii. For a contract amendment, it is recommended for this field to be the amended contract value.
- iv. 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.
- v. 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. Formulas are not to be used to populate this data field.

### 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. Original Contract Value / Valeur d'origine du marché

### Description:

- i. It is recommended the original contract value 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.
- ii. For a multi-year contract, it is recommended to be the amount at the time of contract award for the multi-year contract period.
- iii. 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.
- iv. 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.
- v. 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

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

## 14. Contract Amendment Value / Valeur de modification

**Description:**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

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

## 15. Comments English / Commentaires en anglais

**Description:**

- i. Standardized comments are recommended to be used (refer to Appendix C). Avoid the use of acronyms within this field.
- ii. Departments are encouraged to provide a brief description of each contract.

- iii. 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.

## **16. Comments French / Commentaires en français**

**Description:**

- i. Standardized comments are recommended to be used (refer to Appendix C). Avoid the use of acronyms within this field.
- ii. Departments are encouraged to provide a brief description of each contract.
- iii. 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.

## **17. 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.

## **18. 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.

## **19. Agreement Type / Type d'accord (Information provided for historical purposes only)**

Departments are to continue to report under this data field on an interim basis until they are able to report under the new Appendix A Trade Agreement, Comprehensive Land Claims Agreement, and Procurement Strategy for Aboriginal Business data fields.

### **Description:**

- i. It is recommended for the agreement type to identify whether a trade agreement applies to the contract.
- ii. The data values containing the Comprehensive and Progressive Agreement for Trans-Pacific Partnership should only be used once this trade agreement comes into force and the contract is covered by the agreement.
- iii. If a procurement is a mandatory or voluntary set aside under the Procurement Strategy for Aboriginal Business (PSAB), the value of "A" should be used.
- iv. If the contract is under a Comprehensive Land Claims Agreement (CLCA), the value of "R" should be used.
- v. If both CLCA and PSAB applies to the contract, the value of "BA" should be used.
- vi. Effective July 1, 2020, the North American Free Trade Agreement (NAFTA) will no longer be in force. Departments are to no longer use the data values associated with NAFTA for new procurements that commence on or after July 1, 2020.
- vii. For existing contracts covered by NAFTA, it is recommended for departments to no longer report on the data value associated with NAFTA when reporting on an amendment to the contract. Alternatively, departments may continue to indicate the data value associated with NAFTA for amendments to existing contracts covered by NAFTA until such time that the data value is removed from departmental procurement/financial reporting systems.

### **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/CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA (World Trade Organization – Agreement on Government Procurement/North American Free Trade Agreement/Canadian Free Trade Agreement/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)
- X : WTO-AGP/CFTA/CCFTA/CKFTA (World Trade Organization – Agreement on Government Procurement/Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- C : NAFTA/CFTA (North American Free Trade Agreement/Canadian Free Trade Agreement)
- W : WTO-AGP/CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA (World Trade Organization – Agreement on Government Procurement/Canadian Free Trade Agreement/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)

- I : CFTA (Canadian Free Trade Agreement)
- A : ABSA (PSAB) (Aboriginal Business Set Aside – Procurement Strategy for Aboriginal Business)
- R : LCSA (CLCA) (Land Claim Set Aside – Comprehensive Land Claim Agreement)
- S : NAFTA/CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CKFTA (North American Free Trade Agreement/Canadian Free Trade Agreement/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/CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA (North American Free Trade Agreement/Canadian Free Trade Agreement/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)
- V : CFTA/CCFTA/CKFTA (Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- D : CETA/CFTA (Comprehensive Economic and Trade Agreement/Canadian Free Trade Agreement)
- E : CETA/WTO-AGP/CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA (Comprehensive Economic and Trade Agreement/World Trade Organization – Agreement on Government Procurement/Canadian Free Trade Agreement/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)
- F : CETA/WTO-AGP/NAFTA/CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA (Comprehensive Economic and Trade Agreement/World Trade Organization – Agreement on Government Procurement/North American Free Trade Agreement/Canadian Free Trade Agreement/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)
- AB : CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CKFTA (Canadian Free Trade Agreement/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)
- AC : CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA(Canadian Free Trade Agreement/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)
- AD : CETA/WTO-AGP/CFTA/CCFTA/CKFTA(Comprehensive Economic and Trade Agreement/World Trade Organization – Agreement on Government Procurement/Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- AF : CFTA/CHFTA (Canadian Free Trade Agreement/Canada-Honduras Free Trade Agreement)
- AG : CETA/CFTA/CHFTA (Comprehensive Economic and Trade Agreement/Canadian Free Trade Agreement/Canada-Honduras Free Trade Agreement)
- AH : CKFTA (Canada-South Korea Free Trade Agreement)
- AI : CFTA/CKFTA (Canadian Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- AJ : CFTA/NAFTA/CKFTA (Canadian Free Trade Agreement/North American Free Trade Agreement/Canada-South Korea Free Trade Agreement)



- AK : CPTPP (Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AL : CFTA/CPTPP (Canadian Free Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AM : CFTA/CETA/CPTPP (Canadian Free Trade Agreement/Comprehensive Economic and Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AN : CFTA/CHFTA/CETA/CPTPP (Canadian Free Trade Agreement/Canada-Honduras Free Trade Agreement/Comprehensive Economic and Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AO : CFTA/CCFTA/CKFTA/WTO-AGP/CPTPP (Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement/World Trade Organization – Agreement on Government Procurement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AP : CFTA/NAFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA/WTO-AGP/CETA/CPTPP (Canadian Free Trade Agreement/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/Canada-Peru Free Trade Agreement/Canada-South Korea Free Trade Agreement/World Trade Organization – Agreement on Government Procurement/Comprehensive Economic and Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AQ : CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA/WTO-AGP/CETA/CPTPP (Canadian Free Trade Agreement/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/ World Trade Organization – Agreement on Government Procurement/Comprehensive Economic and Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AR : CFTA/NAFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/ CPFTA/CKFTA/WTO-AGP/CPTPP (Canadian Free Trade Agreement/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/Canada-Peru Free Trade Agreement/Canada-South Korea Free Trade Agreement/World Trade Organization – Agreement on Government Procurement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AS : CFTA/CCFTA/CCoFTA/CHFTA/CPaFTA/CPFTA/CKFTA/WTO-AGP/CPTPP (Canadian Free Trade Agreement/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/World Trade Organization – Agreement on Government Procurement/ Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AT : CFTA/CCFTA/CKFTA (Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement)
- AU : CFTA/CCFTA/CKFTA/WTO-AGP/CETA/CPTPP (Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement/Canada-South Korea Free Trade Agreement/World Trade Organization – Agreement on Government Procurement/Comprehensive Economic and Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AV : CFTA/CCFTA (Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement)
- AW : CFTA/CCFTA/CPTPP (Canadian Free Trade Agreement/Canada-Chile Free Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)

- AX : CFTA/CKFTA/WTO-AGP/CETA (Canadian Free Trade Agreement/Canada-South Korea Free Trade Agreement/World Trade Organization – Agreement on Government Procurement/Comprehensive Economic and Trade Agreement)
- AY : CFTA/CKFTA/WTO-AGP/CETA/CPTPP (Canadian Free Trade Agreement/Canada-South Korea Free Trade Agreement/World Trade Organization – Agreement on Government Procurement/Comprehensive Economic and Trade Agreement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AZ : CFTA/CKFTA/WTO-AGP/CPTPP (Canadian Free Trade Agreement/Canada-South Korea Free Trade Agreement/World Trade Organization – Agreement on Government Procurement/Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- BA : ABSA (PSAB)/LCSA (CLCA) (Aboriginal Business Set Aside – Procurement Strategy for Aboriginal Business/(Land Claim Set Aside – Comprehensive Land Claim 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.

## **20. Trade Agreement / Accord commercial (New)**

### **Description:**

- i. It is recommended that this field indicate whether the procurement is covered by each of the applicable Trade Agreement(s).
- ii. Effective July 1, 2020, the North American Free Trade Agreement (NAFTA) will no longer be in force. Departments are to no longer use the data value associated with NAFTA for new procurements that commence on or after July 1, 2020.
- iii. For existing contracts covered by NAFTA, it is recommended for departments to no longer report on the data value associated with NAFTA when reporting on an amendment to the contract. Alternatively, departments may continue to indicate the data value associated with NAFTA for amendments to existing contracts covered by NAFTA until such time that the data value is removed from departmental procurement/financial reporting systems.

### **Data format:**

String text, comma separated. It is recommended this field be populated with one or more 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). For example, a procurement covered by the Canadian Free Trade Agreement and the Comprehensive Economic Free Trade Agreement is reported as CA, EU.

- XX: None
- NA: North American Free Trade Agreement (Archived for historical information)
- GP: World Trade Organization – Agreement on Government Procurement
- CL: Canada-Chile Free Trade Agreement
- PE: Canada-Peru Free Trade Agreement
- CO: Canada-Colombia Free Trade Agreement
- PA: Canada-Panama Free Trade Agreement
- HN: Canada-Honduras Free Trade Agreement
- KR: Canada-Korea Free Trade Agreement
- CA: Canadian Free Trade Agreement

- EU: Comprehensive Economic Free Trade Agreement
- TP: Comprehensive and Progressive Agreement for Trans-Pacific Partnership
- UA: Canada-Ukraine 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.

## **21. Comprehensive Land Claims Agreement / Entente sur les revendications territoriales globales (New)**

### **Description:**

It is recommended this field indicate whether the procurement is for goods, services or construction services to be delivered to an area that is within one or more of the Comprehensive Land Claims Agreement(s).

### **Data format:**

String text, comma separated. It is recommended this field be populated with one or more 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):

- NA: Not Applicable
- JN: James Bay and Northern Quebec Agreement
- NQ: Northeastern Quebec Agreement
- NI: Nunavik Inuit Land Claims Agreement
- EM: Eeyou Marine Region Land Claims Agreement
- LI: Labrador Inuit Land Claim Agreement
- NU: Nunavut Agreement (Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada)
- IF: Inuvialuit Final Agreement
- GW: Gwich'in Comprehensive Land Claim Agreement
- SD: Sahtu Dene and Metis Comprehensive Land Claim Agreement
- TA: Tlicho Agreement
- CH: Champagne and Aishihik First Nations Final Agreement
- FN: First Nation of Nacho Nyak Dun Final Agreement
- TT: Teslin Tlingit Council Final Agreement
- VG: Vuntut Gwitchin First Nation Final Agreement
- SF: Selkirk First Nation Final Agreement
- LS: Little Salmon/Carmacks First Nation Final Agreement
- TH: Tr'ondëk Hwëch'in Final Agreement
- TK: Ta'an Kwach'an Council Final Agreement
- KF: Kluane First Nation Final Agreement
- KD: Kwanlin Dun First Nation Final Agreement
- CT: Carcross/Tagish First Nation Final Agreement
- NF: Nisga'a Final Agreement
- TF: Tsawwassen First Nation Final Agreement
- MF: Maa-nulth First Nations Final Agreement
- TL: Tla'amin Final Agreement

- YA: Yale First Nations Final 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.

## 22. Commodity Type / Type de produit

**Description:**

It is recommended that the commodity type 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.

## 23. Commodity Code / Code de produit

**Description:**

- i. It is recommended that the commodity code be populated with the generic product descriptions used by the federal government for procurement activities.
- ii. 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.
- iii. 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.

## 24. Country of Vendor / Pays du fournisseur (formerly Country of Origin / Pays d'origine) (Revised)

### Description:

- i. It is recommended that this data field be populated with the country of the vendor's address identified in the contract.
- ii. Alternatively, the country of the vendor may be the country of the vendor's address identified in the procurement/financial system if this is the standard practice in the department.

### Data format:

Alphabetic characters listed in the [International Organization for Standardization \(ISO\) Standard 3166-1- alphas-2, Codes for the representation of Names of Countries](#).

### 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. Solicitation Procedure / Méthode d'invitation à soumissionner (Revised)

### Description:

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

### Data format:

It is recommended this field 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):

- OB : Competitive – Open Bidding (GETS)
- ST : Competitive – Selective Tendering
- TC : Competitive – Traditional
- AC : Advance Contract Award Notice
- TN : 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.

## 26. Limited Tendering Reason / Raisons justifiant le recours à l'appel d'offres limité (Revised)

### Description:

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

### Data format:

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

- 0 : None
- 5 : 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 : Additional Deliveries (formerly Interchangeable Parts)
- 81 : Extreme Urgency
- 23 : Consulting Services Regarding Matters of a Confidential Nature (for contracts not covered by CETA, CFTA, WTO-GPA, CPTPP, CKFTA and CUFTA)
- 30 : Work on a property by a contractor according to a warranty or guarantee (for contracts that are only covered by the CFTA)
- 31 : Work on a leased building or related property performed only by the lessor (for contracts that are only covered by the CFTA)
- 32 : Subscriptions to newspapers, magazines, or other periodicals (for contracts that are only covered by the CFTA)

**Reporting Requirement:**

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

## **27. Trade Agreement Exceptions and Exclusions / Exceptions et exclusions applicables aux accords commerciaux (Revised)**

**Description:**

It is recommended this field be populated with one or more of the exceptions/exclusions listed below. Trade agreement exception and exclusion data values that are identified as “archived” are to be used until such time that the new data values can be used.

**Data format:**

String text, comma separated. It is recommended this field be populated with one or more 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 (applies to all agreements except the CFTA)
- 02: Urban rail and urban transportation equipment systems, components and materials (applies to all agreements except CFTA, CETA and CPTPP)
- 03: Contracts respecting Federal Supply Classification (FSC) 58 (communications, detection and coherent radiation equipment) (applies to all agreements except CFTA, CETA and CPTPP)
- 04: Set-asides for small and minority businesses (archived for historical purpose)
- 05 : Agricultural products made in furtherance of agricultural support programs or human feeding programs (applies to all agreements except CFTA)
- 06: The Depts. of Transport, Communications and Fisheries & Oceans respecting FSC 70, 74, 36 (applies to all agreements except CFTA, CKFTA, WTO-AGP, CUFTA, CETA and CPTPP)

- 07 : Any measures for Indigenous peoples and businesses, including set asides for Indigenous businesses (applies to all agreements)
- 08 : Set-asides for small businesses, other than Indigenous businesses (applies to all agreements except CETA)
- 09 : Measures necessary to protect public morals, order or safety (applies to all agreements)
- 10 : Measures necessary to protect human, animal or plant life or health (applies to all agreements)
- 11 : Measures necessary to protect intellectual property (applies to all agreements)
- 12 : Measures relating to goods or services of persons with disabilities, philanthropic institutions or prison labour (applies to all agreements)
- 13: Services procured in support of military forces located overseas (applies to all agreements)
- 14: Research and development services (applies to all trade agreements except for CFTA)

**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. Procurement Strategy for Aboriginal Business / Stratégie d’approvisionnement auprès des entreprises autochtones (NEW)**

**Description:**

It is recommended this field indicate whether the Procurement Strategy for Aboriginal Business mandatory or voluntary set-aside applies to the procurement transaction. Departments may contact Indigenous Services Canada (ISC) at email: [aadnc.saea-psab.aandc@canada.ca](mailto:aadnc.saea-psab.aandc@canada.ca) or by phone at 1-800-400-7677 for more information on the Procurement Strategy for Aboriginal Business.

**Data format:**

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

- NA: None
- MS: Mandatory Set-Aside
- VS: Voluntary Set-Aside

**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. Procurement Strategy for Aboriginal Business Incidental Indicator / Indicateur d’incidence de la Stratégie d’approvisionnement auprès des entreprises autochtones**

**Description:**

It is recommended this field indicate whether an Aboriginal Business is awarded a contract on an incidental basis (when the procurement is not subject to the Procurement Strategy for Aboriginal Business). Departments may contact Indigenous Services Canada (ISC) at email: [aadnc.saea-psab.aandc@canada.ca](mailto:aadnc.saea-psab.aandc@canada.ca) or by phone at 1-800-400-7677 for more information on the Procurement Strategy for Aboriginal Business.

**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.

## **30. Intellectual Property Indicator / Indicateur de propriété intellectuelle (Revised)**

**Description:**

It is recommended this field 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. Refer to [Appendix A of the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#) for more information on the Crown exceptions to Contractor ownership of intellectual property.

**Data format:**

It is recommended this field 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):

- A2 : Crown owned – exception 2, contractor ownership is precluded by prior obligations
- A3 : Crown owned – exception 3, contractor has no interest in owning Foreground IP
- A41 : Crown owned – exception 4.1, generate knowledge for public dissemination
- A42 : Crown owned – exception 4.2, augment existing body of Crown background
- A43 : Crown owned – exception 4.3, deliver a not-yet fully developed component or sub-system
- A5 : Crown owned – exception 5, Foreground IP consists of material subject to copyright
- 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

**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. Potential for Commercial Exploitation / Potentiel d'exploitation commerciale**

**Description:**

It is recommended this field 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, Y or N, T or 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.

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

**Description:**

It is recommended this field 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, 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.

## **33. Contracting Entity (formerly Call-up or Contract against a Standing Offer or Supply Arrangement Agreement) / Entité contractante (anciennement Commande subséquente à une offer à commandes ou à un arrangement en matière d'approvisionnement) (Revised)**

**Description:**

It is recommended this field identify whether the procurement is a contract awarded by the client department, Public Services and Procurement Canada, Shared Services Canada or another departmental entity or a call-up contract against a standing offer agreement or supply arrangement agreement established by PSPC, SSC or the department.

**Data format:**

It is recommended this field 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):

- PWC : Contract awarded by PSPC on behalf of the client department.
- SSCC : Contract awarded by SSC on behalf of the client department.
- OGDC : Contract awarded by another department on behalf of the client department.
- DC : Contract awarded by the department.
- 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.

**Reporting requirement:**

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

## **34. Standing Offer or Supply Arrangement Number / Numéro de l'offre à commandes ou de l'arrangement en matière d'approvisionnement**

### **Description:**

It is recommended this field 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.

## **35. Instrument Type / Type d'instrument**

### **Description:**

- i. It is recommended the instrument type identify whether the transaction being disclosed is a contract, contract amendment, or a standing offer/supply arrangement agreement.
- ii. The instrument type for:
  - o A contract is 'C';
  - o An amendment is 'A';
  - o A standing offer agreement or supply arrangement agreement is 'SOSA';
  - o When issuing a call-up against a standing offer or supply arrangement is 'C'; and
  - o An amendment to a call-up is 'A'.
- iii. 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'.
- iv. When a standing offer or supply arrangement agreement is amended, it should continue to be identified as an 'SOSA'.

### **Data format:**

It is recommended this field 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.

## 36. Ministers' Office Contracts / Marchés des cabinets des ministres

### Description:

It is recommended this field indicate whether the transaction is for the Minister's office. Ministers' offices contracts are any contract for goods and services entered into by a minister or their exempt staff. In accordance with the *Policies for Minister's Offices*, such contracts should be charged to either a Minister's other operating budget; or to the Parliamentary Secretary's Assistant/Advisor operating budget. Please refer to the *Policies for Ministers' Offices* for more information on the Minister's office budgets. This data field should be entered for contracts and amendments awarded effective June 21, 2019 or alternatively, for the contracts and amendments awarded within the month of this effective date.

### 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 entered into and positive and negative amendments over \$10,000.

## 37. Number of Bids / Nombre de soumissions (Pilot)

Departments and agencies listed in Appendix E are to report on this additional data field on a pilot basis.

### Description:

It is recommended this field be populated with the total number of compliant and non-compliant bids received in the procurement.

- i. For a competitive contract, it is recommended for this field to be the number of bids received pursuant to a bid solicitation.
- ii. For a call-up contract against a standing offer agreement, it is recommended that a value of "0" be entered for this field. In this instance, the value of "0" represents not applicable.
- iii. For a contract with task authorizations, the number of bids of the contract may be disclosed if this value is known when the task authorization is issued. If the number of bids is unknown, the department may input a value of 0 to indicate it is not applicable.
- iv. If the contract was awarded using an Advance Contract Award Notice (ACAN) and it was determined that there were no statements of capabilities that met the ACAN requirements, it is recommended that a value of "1" be entered for this field.
- v. For non-competitive contract, it is recommended that a value of "1" be entered for this field.
- vi. For the establishment of a standing offer or supply arrangement agreement, it is recommend for this field to be the number of standing offer or supply arrangement bids received.
- vii. For a competitive contract awarded by PSPC, SSC or another department on behalf of the client department, a value of "0" may be entered if the information is not available within the reporting period for which the contract was awarded. Once the information is available, the contract record is to be updated at the next subsequent reporting period, or as soon as practicable.

### Data format:

Numeric.

**Reporting requirement:**

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

### **38. Section 6 Government Contracts Regulations Exceptions / Article 6 – Exceptions au Règlement sur les marchés de l'État (Pilot)**

Departments and agencies listed in Appendix E are to report on this additional data field on a pilot basis.

**Description:**

- i. The Government Contracts Regulations requires the solicitation of bids unless one of the section 6 exceptions to the Government Contracts Regulations applies to the contract.
- ii. It is recommended this field be populated with one of the section 6 exceptions to solicit bids if bids have not been solicited for the contract.
- iii. It is recommended this field be populated with one of the section 6 exceptions to solicit bids if the contract was awarded using an Advance Contract Award Notice (ACAN) and it was determined that there were no statements of capabilities that met the ACAN requirements.
- iv. For contracts whereby bids have been solicited or if the procurement is not a contract subject to the Government Contracts Regulations, the value of "0" should be entered. For this data value, the value of "0" represents not applicable.

**Data format:**

It is recommended this field 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):

- 0 : Not applicable
- 1 : Pressing emergency in which delay would be injurious to the public interest
- 2 : Does not exceed s.6 (b) Government Contracts Regulations prescribed dollar limits.
- 3 : Not in the public interest to solicit bids
- 4 : Only one person is capable of performing the contract

**Reporting requirement:**

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

### **39. Award Criteria / Critères d'attribution (Pilot)**

Departments and agencies listed in Appendix E are to report on this additional data field on a pilot basis.

**Description:**

It is recommended this field be populated with one of the bid evaluation methodologies below if bids have been solicited for the contract:

- i. If bids have not been solicited, the value of "0" is to be selected.
- ii. For ACANs whereby it was determined that there were no statements of capabilities that met the ACAN requirements, the value of "0" should be entered.
- iii. For amendments, select the value of "0".
- iv. For a competitive contract awarded by PSPC, SSC or another department on behalf of the client department, a value of "0" may be entered if the information is not available within the reporting period

for which the contract was awarded. Once information is available, the contract record is to be updated at the next subsequent reporting period, or as soon as practicable.

**Data format:**

It is recommended this field 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):

- 0: Not applicable
- 1: Lowest Price
- 2: Lowest Cost-per-Point
- 3: Highest Combined Rating of Technical Merit and Price
- 4: Highest Technical Merit within a Stipulated Maximum Budget
- 5: Variations or combinations of the above methods

**Reporting requirement:**

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

## 40. Socio-Economic Indicator / Indicateur socioéconomique (Pilot)

Departments and agencies listed in Appendix E are to report on this additional data field on a pilot basis.

**Description:**

It is recommended this field indicate whether the procurement is subject one or more of the applicable Socio-economic indicator(s):

Indicator	Description
Federal Contractors Program for Employment Equity	This indicator should be selected if the contract is subject to the Federal Contractors Program for Employment Equity. For additional information or inquiries on the program, please contact Employment Social Development Canada (ESDC) at <a href="mailto:ee-eme@hrsdc-rhdcc.gc.ca">ee-eme@hrsdc-rhdcc.gc.ca</a> .

**Data format:**

String text, comma separated. It is recommended this field be populated with one or more 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):

- NA : None
- FP : Federal Contractors Program for Employment Equity
- Reserved for future use
- Reserved for future use
- Reserved for future use

**Reporting requirement:**

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

## 41. Reporting Period/ Periode de déclaration

**Description:**

It is recommended this field 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 this field 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 this field 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field be populated with the total number of construction contracts entered into with a value of \$10,000 and under. This includes construction 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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.

**Data format:**

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

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

**Data format:**

Numeric and excluding spaces and commas. Formulas are not to be used to populate this data field.

**Reporting Requirement:**

Required.

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

**Description:**

It is recommended this field 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.

**Data format:**

Numeric and excluding dollar signs, spaces and commas. For example: 23000.23. Formulas are not to be used to populate this data field.

**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
<b>Contract involving more than one department</b>	This is part of multidepartmental contract #: [insert contract #].
<b>Contract restatement</b>	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.
<b>Contract previously not reported</b>	This contract was omitted from a previous public disclosure.
<b>Contract with task authorizations</b>	For a contract with task authorizations, the realized amount of the contract is contingent on the number of task authorizations issued and may be less than the amount proactively disclosed, dependent on the operational requirements of the department.
<b>Contract update with additional information on number of bids and/or award criteria.</b>	The contract was updated with additional information for the number of bids and/or award criteria.
<b>Note:</b> 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

<b>0420</b>	Engineering services not elsewhere specified
<b>0422</b>	Engineering consultants – construction
<b>0423</b>	Engineering consultants – other
<b>0431</b>	Scientific consultants
<b>0446</b>	Training consultants
<b>0451</b>	Other health services not elsewhere specified
<b>0473</b>	Information technology and telecommunications consultants
<b>0491</b>	Management consulting
<b>0813</b>	Temporary help services
<b>0499</b>	Other professional services not elsewhere specified
<b>0819</b>	Non-professional personal service contracts not elsewhere specified
<b>0891</b>	Personal services

## Appendix E – Reporting of Appendix A Additional Contract Data Fields (Pilot)

<b>Departments and Agencies</b>	<b>Reporting Date</b>
Departments and agencies onboarding to the Government of Canada Financial and Materiel Management (GcFM) Solution	No later than May 30, 2022 for contracts awarded starting January 1, 2022 or on the date to which a department onboards to GcFM.
Departments and agencies that are members of the following: <ul style="list-style-type: none"> <li>• Integrated Financial and Materiel System (IFMS) group</li> <li>• GX group</li> </ul> The following departments: <ul style="list-style-type: none"> <li>• Transport Canada</li> <li>• Correctional Services Canada</li> </ul>	No later than May 30, 2022 for contracts awarded starting January 1, 2022.
Public Services and Procurement Canada	October 30, 2023 for contracts awarded starting July 1, 2023 or when this information is available within departmental procurement or financial systems

All other departments

Departments are to consider these data elements when onboarding to new financial or procurement systems and to report within the applicable reporting timelines. (e.g. If the entity onboard to a new system on April 1, 2022, then the reporting requirement will be for July 30, 2022).

The reporting date listed above identifies the date for which the Appendix E departments are to report on the following Appendix A contract data fields on a pilot basis:

- Number of Bids
- Section 6 Government Contracts Regulations Exceptions
- Award Criteria
- Socio-economic indicator

Note: Departments and agencies listed in this Appendix E may publish information on the additional contract data earlier than the listed reporting date, if such information is available in their departmental procurement or financial systems.

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## Footnotes

1

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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2

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.

3

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.

4

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.

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