

# Guide to the Proactive Publication of Contracts

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## Guide to the Proactive Publication of Contracts

## Note to reader

The <u>Guidelines on the Proactive Disclosure of Contracts</u> has been updated and renamed the Guide to the Proactive Publication of Contracts, effective June 30, 2023.

This guide builds on the requirements for reporting on proactive publication of contracts under Appendix C of the *Directive on the Management of Procurement*. The guide includes additional requirements to strengthen guidance on the following:

- updated requirements for monitoring of proactive publication of contract information under subsection 4.5 of this guide in accordance with:
  - subsections 4.1.2.13 and 4.1.2.16 of the *Directive on the Management of Procurement,*
  - subsection C.2 of Appendix C of the Directive on the Management of Procurement;
- additional guidance on reporting considerations for proactive publication of contract information subject to a National Security Exception under subsection 4.4.9 and Appendix E of this guide;
- amended guidance on Appendix A data elements numbered 37 to 40 in accordance with subsection 4.4.9 and Appendix E of this guide;
- effective October 1, 2023, additional reporting requirements under Appendix D of this guide for contract descriptions of certain service contracts valued at \$1 million or more.

## **1. Effective date**

- 1.1 This version of the guide takes effect on June 30, 2023.
- 1.2 This guide replaces the <u>Guidelines on the Proactive Disclosure of Contracts</u> dated April 1, 2022.

## 2. Purpose

2.1 To provide guidance to managers and functional specialists on the identification, collection, reporting and proactive 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 publication 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 This guide supports the <u>Directive on the Management of Procurement</u>. Subsection C.2.1 of Appendix C of the directive requires the senior designated officials for the management of procurement to proactively publish contract information in accordance with Part 2 of the <u>Access to Information Act</u>. Subsection C.2.3 also requires departments to report on the contract data elements in the data format prescribed by the Treasury Board of Canada Secretariat (TBS).
- 3.4 This guide also supports the proactive publication of contract information requirements for government entities and Ministers' offices under the *Access to Information Act* and any associated policies, directives or guidelines. Sections 77 and 86 of the Act requires Ministers' offices and government entities to proactively publish information on 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. Reporting guidance

## **4.1 Identification of contracts to be included for proactive publication**

- 4.1.1 Subsection C.2.4.1 of Appendix C of the *Directive on the Management of Procurement* requires quarterly proactive publication of information on 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 Subsection C.2.5 of Appendix C of the *Directive on the Management of Procurement* requires annual reporting, on a calendar year basis, to Public Services and Procurement Canada (PSPC) at <u>ncr.gwprs@pwgsc.gc.ca</u> and cc: <u>ZZPDCDC@tbs-</u> <u>sct.gc.ca</u> 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 Subsection C.2.4.2 of Appendix C of the *Directive on the Management of Procurement* requires annual proactive publication, 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 proactive publication of information on 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 reported 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 reported, except when it is in the public interest to do so.
- 4.1.6 A contract option, when exercised, may be reported as an amendment. Alternatively, the full value of a contract, including options, may be reported at the time of contract award.
- 4.1.7 A call-up against a standing offer or supply arrangement should be reported as a contract.
- 4.1.8 A standing offer agreement and a supply arrangement agreement are not procurement contracts but are to be reported for the purpose of transparency. Such agreements must be reported either on the Open Government Portal or on a public website.
- 4.1.9 For contracts with task authorizations, <sup>1</sup> the full potential value of the contract may be reported upon contract award unless the full value is not expected to be used. In the latter situation, each task authorization may be reported individually. When a contract includes a fixed deliverable and another deliverable that requires a task authorization, the department may report the contract and task authorizations in any manner that is transparent.

## **4.2 Reporting considerations for proactive publication of contract**

### information

- 4.2.1 In accordance with Part 2 of the *Access to Information Act*, departments are required to proactively publish information on contracts or positive and negative amendments valued at over \$10,000 with only very limited exceptions. A department is not required, and in some instances is not permitted, pursuant to section 80 and section 90 of the Act, to proactively publish information about contracts that would properly be withheld in response to a request under Part 1 of the *Access to Information Act*.
- 4.2.2 When a department determines that information about a contract should not be proactively published under subsection 4.2.1 of this guide, the department is still required, according to Part 2 of the *Access to Information Act*, to proactively publish those portions of contract information that do not contain or can reasonably be severed from information that would be withheld in response to a request under Part 1 of the Act.
- 4.2.3 The following would usually be excluded from reporting, unless they constitute contracts under the *Policy on the Planning and Management of Investments*:
  - a. Information pertaining to memoranda of understanding with other levels of government and foreign governments; or
  - b. Information pertaining to service level agreements between federal departments or with Crown corporations.
- 4.2.4 When a department excludes a contract from obligations that pertain to government procurement in Canada's trade agreements by invoking a national security exception, information about the contract may still be subject to the proactive publication of contract requirements under the *Access to Information Act*. Departments are to consider the underlying rationale for invoking the national security exception as part of the determination of whether the publication of the contract information, in whole or in part, would properly be withheld in response to a request under Part 1 of the Act, pursuant to section 80 and section 90 of the Act. An example of this subsection is:
  - a. If a national security exception is invoked to exempt a contract from competitive solicitation requirements, as permitted by Canada's trade agreements, but information on the procurement was published, such as a public tendering notice on the Government Electronic Tendering System. Departments would be expected to proactively publish information on the contract, unless there is another underlying rationale that would preclude information on the contract from being reported. If there are questions about whether information on a contract should be reported, departments should consult with

departmental legal services and departmental officials responsible for the Access to Information Act for guidance before making the appropriate decision.

## 4.3 Collection of contracting data elements

4.3.1 The data elements in appendices A and B were developed to provide consistency to the public. In accordance with subsection C.2.4 of Appendix C of the *Directive on the Management of Procurement*, departments are 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 reporting. To provide consistency to the public, it is recommended that departments move away from departmental standards and move toward the recommended reporting standard over time.

### 4.4 Publication and reporting of contracts

- 4.4.1 Starting for calendar year 2017, departments must report their contracting data on the Open Government Portal. When PSPC, 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 that they have about such contracts through the Procurement Policy Division's GCpedia page within five business days after the end of the quarter. In addition, the PSPC or SSC contracting authority is to provide a copy of each contract or amendment to the client department at the time of award.
- 4.4.2 For PSPC or SSC multi-departmental contracts, departments are to report on 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.
- 4.4.3 Reporting is to occur for:
  - a. Quarterly proactive publication of contract data elements as detailed in Appendix A for contracts and positive and negative amendments over \$10,000, within 30 days after the end of each of the first three quarters of a fiscal year (April to June, July to September and October to December) and within 60 days after the end of the fourth quarter;
  - b. Annual proactive publication of aggregate contract 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; and

- c. Annual reporting to PSPC of contract 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.
- 4.4.4 When the above dates for posting fall on a weekend or statutory holiday, departments may proactively publish information by the last business day before the weekend or holiday in question.
- 4.4.5 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).
- 4.4.6 Information proactively published in one reporting period can be modified for that reporting period only when a material error was made in the originally published data. Any modified information is recommended to be clearly indicated as such within the *comments* data (refer to Appendix C).
- 4.4.7 Departments are to provide a nil report for any quarter or calendar year in which no contract or amendment is reported. Departments are to populate the reporting period and the nil report data elements within the reporting template.
- 4.4.8 Departments are to report using 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 2021–22 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.
- 4.4.9 Departments and agencies listed in Appendix E are to include the data elements 37 to 40 identified in Appendix A in the proactive publication of contract information reports when migrating to a new or upgraded departmental procurement or financial system, if not already included.

## 4.5 Monitoring of proactive publication of contract information

4.5.1 In accordance with subsections 4.1.2.13 and 4.1.2.16 and section C.2 of Appendix C of the *Directive on the Management of Procurement*, senior designated officials responsible for the management of procurement are responsible for establishing risk-based internal controls to ensure that the data included in the proactive

publication of contracts is materially accurate, complete, and proactively published in a timely manner in accordance with Part 2 of the *Access to Information Act* and any associated policies, directives or guidelines, including this guide.

- 4.5.2 Consideration should be given to including the following elements as part of the riskbased internal controls for proactive publication:
  - a. Documenting the procedures for proactive publication and the associated risk-based internal controls as part of the Departmental Procurement Management Framework;
  - b. Ensuring periodical risk-based reviews (such as sampling) of proactively published contract information to assess whether the published information is accurate and complete; and
  - c. Requiring approval of the senior designated official for the management of procurement (or a higher authority) of the data prior to proactive publication.

## 5. References

### **Relevant legislation:**

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

### Treasury Board policy instruments:

- Policy on Access to Information
- Policy on the Planning and Management of Investments
- <u>Directive on the Management of Procurement</u> (which replaced the rescinded Contracting Policy as of May 13, 2022)
- Directive on Accounting Standards
- <u>Directive on Accounting Standards: GC 5000 Recording Financial Transactions in the</u> <u>Accounts of Canada</u>

### Treasury Board standards:

- Standard on Web Accessibility
- Standard on Vendor Record

## 6. Enquiries

6.1 For interpretation of this guide, contact <u>TBS Public Enquiries</u>.

## Appendix A – data elements for annual reporting to Public Services and Procurement Canada (PSPC) and quarterly proactive 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-Q#-######.
   For example, C-2016-2017-Q4-00001. This sequence will continue for each line item (that is, C-2016-2017-Q4-00001, C-2016-2017-Q4-00002, C-2016-2017-Q4-00003...).
- ii. When reporting to Public Services and Procurement Canada: C-YYYY-#####.
   For example, C-2017-00001. This sequence will continue for each line item (that is, C-2017-00001, C-2017-00002, C-2017-00003...).

### **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:

Alphanumeric.

### **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:

Alphanumeric.

### **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

### Description

- i. It is recommended that 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 or 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, as the value "NA" for this field indicates not applicable.

### Data format

Alphanumeric. 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

### 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," as the value "NA" for this field indicates not applicable.

vi. For contracts awarded by PSPC or Shared Services Canada (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 and use the following format: last name, first name. Alternatively, departments may use the following format: first name last 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

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.

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

### 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 <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 *Directive on Accounting Standards*: GC 5000 Recording Financial <u>Transactions in the Accounts of Canada</u>.

- ii. For standing offers and supply arrangement agreements, this field may be populated with the data value "NA" as 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

Alphanumeric.

### **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

### Description

It is recommended that this field be populated with the economic object code's text description as listed in the <u>government-wide chart of accounts</u>. 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

Alphanumeric.

### **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

### Description

It is recommended that this field be populated with the economic object code's text description as listed in the <u>government-wide chart of accounts</u>. 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

Alphanumeric.

### **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 that 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 that this field 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 that this field 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 for it to include all applicable taxes.
- ii. For a multi-year contract, it is recommended for this field 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 reported upon contract award unless the full value is not expected to be used. In the latter situation, each task authorization may be reported individually or cumulatively. When a contract includes a fixed deliverable, and another deliverable that requires a task authorization, the department may report the contract and task authorization in any manner that is transparent.
- v. The value of this field for the reporting 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 that 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 for it to include all applicable taxes.
- ii. For a multi-year contract, it is recommended for this field to be the amount at the time of contract award for the multi-year contract period.
- iii. For a contract option, it is recommended for this field to be excluded from the original contract value and for it to be reported at a later date as an amendment when the contract option is exercised. Alternatively, the full value of a contract including options, may be reported 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 reported in the original contract value unless the full value is not expected to be used. In the latter situation, each

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

v. The value of this field for the reporting 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 for it to 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. Positive or negative amendments over \$10,000 are to be reported quarterly in accordance with Appendix A. Positive or negative amendments of \$10,000 and under are to be reported annually via email to PSPC in accordance with Appendix A, and to be reported annually on the Open Government Portal in accordance with Appendix B. An amendment should be reported either quarterly or annually. Reporting 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 reported separately. Entry into the contract should be reported 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 reported 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 to provide a brief description of each contract.
- iii. When a contract involves an economic object code specified in Appendix D, departments are to fulfill the reporting requirements specified in Appendix D.

### Data format

Alphanumeric.

### **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 to provide a brief description of each contract.
- iii. When a contract involves an economic object code specified in Appendix D, departments are to fulfill the reporting requirements specified in Appendix D.

### Data format

Alphanumeric.

### **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 reporting requirements under the comments English data field.

### Data format

Alphanumeric.

### **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 reporting requirements under the comments French data field.

### Data format

Alphanumeric.

### **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 data fields for Trade Agreement, Comprehensive Land Claims Agreement, and Procurement Strategy for Aboriginal Business.

### 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 that departments 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 or financial reporting systems.

- viii. Departments have until January 1, 2022, to migrate to the new method of reporting under the new Trade Agreement data field. Until migration, it is recommended that departments report on procurements covered by the Agreement on Trade Continuity between Canada and the United Kingdom of Great Britain and Northern Ireland (TCA) by selecting the applicable agreement type data values associated with the TCA.
- ix. Note: As the TCA has identical government procurement obligations as the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), no additional data values are added to this data field to address the implementation of the TCA. For the purpose of proactive publication of contract reporting, if the contract was awarded prior to the implementation of TCA, then the agreement type data values referencing CETA and TCA (for example, AG: CETA / TCA / CFTA / CHFTA) should be interpreted as indicating the contract or amendment is covered by CETA. If the contract date occurs on or after the implementation of the TCA, then the agreement type data values referencing CETA and TCA should be interpreted as indicating the contract or amendment is covered by CETA.

### Data format

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

- 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 / TCA / CFTA (Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity Agreement / Canadian Free Trade Agreement)
- E: CETA / TCA / WTO-AGP / CFTA / CCFTA / CCOFTA / CHFTA / CPAFTA / CPFTA / CKFTA (Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity 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 / TCA / WTO-AGP / NAFTA / CFTA / CCFTA / CCOFTA / CHFTA / CPAFTA / CPFTA / CKFTA (Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity 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 / TCA / WTO-AGP / CFTA / CCFTA / CKFTA (Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity 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 / TCA / CFTA / CHFTA (Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity 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 / TCA / CPTPP (Canadian Free Trade Agreement / Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity Agreement / Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AN: CFTA / CHFTA / CETA / TCA / CPTPP (Canadian Free Trade Agreement / Canada-Honduras Free Trade Agreement / Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity 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 / TCA / 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 / Canada-United Kingdom Trade Continuity Agreement / Comprehensive and Progressive Agreement for Trans-Pacific Partnership)
- AQ: CFTA / CCFTA / CCoFTA / CHFTA / CPAFTA / CPFTA / CKFTA / WTO-AGP / CETA / TCA / 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 / Canada-United Kingdom Trade Continuity 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 / TCA / 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 / Canada-United Kingdom Trade Continuity 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 / TCA (Canadian Free Trade Agreement / Canada-South Korea Free Trade Agreement / World Trade Organization – Agreement on Government Procurement / Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity Agreement)
- AY: CFTA / CKFTA / WTO-AGP / CETA / TCA / CPTPP (Canadian Free Trade Agreement / Canada-South Korea Free Trade Agreement / World Trade Organization – Agreement on Government Procurement / Comprehensive Economic and Trade Agreement / Canada-United Kingdom Trade Continuity 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

Description

- i. It is recommended that this field indicate whether the procurement is covered by each of the applicable trade agreements.
- 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 that departments 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 or financial reporting systems.
- iv. For contracts covered by the Agreement on Trade Continuity between Canada and the United Kingdom of Great Britain and Northern Ireland (TCA), departments are to report using the new data value associated with the Canada-United Kingdom Trade Continuity Agreement. Alternatively, departments may continue to report using the data value associated with the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), until such time that the new data value associated with the Canada-United Kingdom Trade Continuity Agreement is added to departments' procurement or financial reporting system.

### Data format

String text, comma separated. It is recommended that this field be populated with one or more of the following alphabetic characters. Report the alphabetic characters only. All text after the alphabetic characters, including the colon, is for information purposes only. For example, a procurement covered by the Canadian Free Trade Agreement and the Canada-European Union Comprehensive Economic and 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: Canada-European Union Comprehensive Economic and Trade Agreement
- TP: Comprehensive and Progressive Agreement for Trans-Pacific Partnership
- UA: Canada-Ukraine Free Trade Agreement
- UK: Canada-United Kingdom Trade Continuity 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

### Description

It is recommended that 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 Agreements.

### Data format

String text, comma separated. It is recommended that this field be populated with one or more of the following alphabetic characters. Report the alphabetic characters only. All text after the alphabetic characters, 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

## 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 -\$10,000 to \$10,000), this element must be populated with one of the following values (single letter only; everything after the single letter, including the colon, is for information purposes only):

- 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

Alphanumeric.

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

### 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 or financial system if this is the standard practice in the department.

### Data format

Alphabetic characters listed in the International Organization for Standardization (ISO) 3166 Country Codes.

### **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

### Description

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

- AC: Advance Contract Award Notice (ACAN) refers to a contract awarded to a supplier identified under an ACAN process where it was determined that there were no other statements of capabilities that could successfully meet the government's requirements.
- OB: Competitive Open Bidding (Government Electronic Tendering System (GETS)) refers to a competitive contract where bids were solicited via GETS.
- TC: Competitive Traditional refers to a competitive contract where bids were not solicited via GETS, but through another medium, such as soliciting bids directly from suppliers by email or phone.
- ST: Competitive Selective Tendering refers to a solicitation procedure permitted under Canada's trade agreements where qualified suppliers are selected from a source list (including single-use or multi-use lists) under the selective tendering procedural rules in Canada's trade agreements.
- TN: Non-competitive refers to a contract awarded to a supplier without soliciting bids.

### Data format

It is recommended that this field be populated with one of the following alphabetic codes. Report the two alphabetic characters only. All text after the two alphabetic characters, 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

### Description

It is recommended that this field be populated with one or more of the limited tendering reasons listed below. For reference, CUFTA stands for Canada-Ukraine Free Trade Agreement.

### Data format

String text, comma separated. It is recommended that this field be populated with one or more of the following numeric characters. Report numeric characters only. All text after the numeric characters, 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, TCA, 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)
- 33: Goods regarding matters of a confidential or privileged nature (for contracts that are only covered by the CFTA)

## 27. Trade Agreement Exceptions and Exclusions / Exceptions et exclusions applicables aux accords commerciaux

### Description

It is recommended that this field be populated with one or more of the exceptions or 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 that this field be populated with one or more of the following numeric characters. Report numeric characters only. All text after the numeric characters, 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, TCA and CPTPP)
- 03: Contracts respecting Federal Supply Classification (FSC) 58 (communications, detection and coherent radiation equipment) (applies to all agreements except CFTA, CETA, TCA 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, TCA 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 and TCA)
- 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)

### 28. Procurement Strategy for Indigenous Business (PSIB) / Stratégie d'approvisionnement auprès des entreprises autochtones (SAEA)

### Description

It is recommended that this field indicate whether the Procurement Strategy for Indigenous Business mandatory or voluntary set-aside applies to the procurement transaction. Departments may contact Indigenous Services Canada (ISC) by email at <u>indigenousprocurement@sac-isc.gc.ca</u> or by phone at 1-800-400-7677 for more information on the Procurement Strategy for Indigenous Business.

### Data format

It is recommended that this field be populated with one of the following alphabetic codes. Report the alphabetic characters only. All text after the alphabetic characters, 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. Indigenous Business excluding PSIB Set-Aside / Entreprises autochtones excluant le marché réservé en vertu de la SAEA

### Description

- i. It is recommended that this field indicate whether a contract was awarded to an Indigenous business. Requirements for verifying Indigenous businesses for the purposes of this data field are available in the <u>Indigenous Business Directory</u>, in accordance with subsection E.2.2.2.4 of Appendix E of the *Directive on the Management of Procurement*.
- ii. Any contract awarded to an Indigenous business where the procurement is subject to a mandatory or voluntary set-aside under the Procurement Strategy for Indigenous Business should be reported as "No" under this data field as such contracts are already reported under the Procurement Strategy for Indigenous Business data field.

### Data format

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

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

### Description

It is recommended that 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 <u>Policy on Title to</u> <u>Intellectual Property Arising Under Crown Procurement Contracts</u> for more information on the Crown exceptions to Contractor ownership of intellectual property.

### Data format

It is recommended that this field be populated with one of the following alphanumeric values. Report the alphanumeric characters only. All text after the alphanumeric characters, 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 subsystem
- A5: Crown owned exception 5, foreground IP consists of material subject to copyright
- A8: Crown owned exemption 8 (note: must have received approval from 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 that 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 that this field identify whether the contractor is a former public servant  $\frac{2}{2}$  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)

### Description

- i. It is recommended that 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.
- ii. If PSPC awards a contract against a PSPC SOSA on behalf of a client department, it is recommended that the contract be reported as "PWC" for this field.
- iii. If SSC awards a contract against a SSC SOSA on behalf of a client department, it is recommended that the contract be reported as "SSCC" for this field.
- iv. If a department awards a contract against a PSPC or SSC SOSA, it is recommended that the contract be reported as "PWSOSA" or "SSCSOSA" as applicable.

### Data format

It is recommended that this field be populated with one of the following alphabetic characters. Report the alphabetic characters only. All text after the alphabetic characters, including the colon, is for information purposes only:

- PWC: Contract or Call-up awarded by PSPC on behalf of the client department.
- SSCC: Contract or Call-up 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 awarded by client department against a Standing Offer or Supply Arrangement Agreement established by PSPC.
- SSCSOSA: Call-up or Contract awarded by client department 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 that 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

Alphanumeric.

### **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 that the instrument type identify whether the transaction being reported is a contract, contract amendment, or a standing offer or supply arrangement agreement.
- ii. The instrument type for:
  - A contract is "C";
  - An amendment is"A";
  - A standing offer agreement or supply arrangement agreement is "SOSA";
  - Issuing a call-up against a standing offer or supply arrangement is "C"; and
  - An amendment to a call-up is "A" for this field.
- iii. When a contract is entered into and subsequently amended in the same fiscal quarter, the two transactions should be reported separately. Entry into the contract should be reported as one entry and should be identified as a contract by entering "C" for this field. The contract

amendment should be reported as a separate entry and be identified as an amendment by entering "A" for this field.

iv. When a standing offer or supply arrangement agreement is amended, it should continue to be identified as an "SOSA" for this field.

### Data format

It is recommended that this field be populated with one of the following alphabetic characters. Report the alphabetic character only. All text after the alphabetic character, 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 that this field indicate whether the transaction is for the Minister's office. Ministers' offices contracts are any contracts for goods and services entered into by a minister or their exempt staff. In accordance with the *Policies for Ministers' 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

Departments and agencies listed in Appendix E are to report on this additional data field in accordance with subsection 4.4.9 of this guide.

### Description

It is recommended that 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 established under a competitive process, 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 reported 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 recommended for this field to be the number of standing offer or supply arrangement bids received. If the standing offer was established under a non-competitive or an ACAN procurement process where it was determined that there were no statements of capabilities that meet the ACAN requirements, it is recommended that a value of "1" be entered for this field for subsequent contracts awarded under the standing offer.
- 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

Departments and agencies listed in Appendix E are to report on this additional data field in accordance with subsection 4.4.9 of this guide.

### 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 that 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 that 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 that this field be populated with one of the following numeric characters. Report numeric characters only. All text after the numeric characters, 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

Departments and agencies listed in Appendix E are to report on this additional data field in accordance with subsection 4.4.9 of this guide.

### Description

It is recommended that 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" of this field.
- 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 that this field be populated with one of the following numeric characters. Report numeric characters only. All text after the numeric characters, 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

Departments and agencies listed in Appendix E are to report on this additional data field in accordance with subsection 4.4.9 of this guide.

### Description

It is recommended that this field indicate whether the procurement is subject to one or more of the applicable Socio-economic indicators.

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

### Data format

String text, comma separated. It is recommended that this field be populated with one or more of the following alphabetic characters. Report the alphabetic characters only. All text after the alphabetic characters, 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, regardless of dollar value, excluding those entered into via acquisition card at \$10,000 or less.

## 41. Reporting Period / Periode de déclaration

### Description

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

### Data format

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

- 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 reported 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. Formulas are not to be used to populate this data field.

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. 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 for this field to be populated with the value of all net amendments to goods contracts (that is, 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 reported either quarterly or annually. Reporting 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 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. 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 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. 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 for this field to be populated with the value of all net amendments to service contracts (that is, 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 reported either quarterly or annually. Reporting 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 for this field to 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 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. 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 for this field to be populated with the value of all net amendments to construction contracts (that is, 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 reported either quarterly or annually. Reporting 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 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. 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 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.

### 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
Contract involving more than one department	This is part of multi-departmental 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.

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

Standardized comment
This contract was omitted from a previous proactive publication. Note: Departments may continue to use the following text until such time as their reporting processes have been updated with the new standardized comment: This contract was omitted from a previous proactive disclosure.
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 published, dependent on the operational requirements of the department. Note: Departments may continue to use the following text until such time as their reporting processes have been updated with the new standardized comment: 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. The contract was updated with additional information for the number of bids and/or award criteria.

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

# Appendix D – economic object codes warranting a further contract description

D.1 Contracts and amendments awarded on or after October 1, 2023, that include the following economic object codes are subject to additional reporting requirements as specified in section D.2 of this appendix.

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

D.2 Contracts for services with the economic object codes specified in section D.1 of this appendix are to include the following in the comments data field or, if additional capacity is required, in the additional comments data field:

D.2.1 Include the standardized text as indicated in the following table in plain language when a contract has:

- A value over \$10,000;
- Positive or negative amendments with a value over \$10,000; or
- Positive amendments that modify the initial contract value to over \$10,000.

Type of information	Standardized text	Guidance note
Contract Description	Contract Description: [Insert a brief description of the	Departments are to provide a brief description of the contract so that the public may benefit from
	contract]	additional context.

### Example

If a department reports a \$50,000 contract for engineering consulting services to conduct a feasibility study to retrofit a building to improve accessibility, the type of standardized text to be provided in the comments or additional comments data field may include:

Contract Description: Engineering consulting services to conduct a feasibility study of accessibility retrofits at 90 Elgin.

D.2.2 Include the standardized text as indicated in the following table in plain language when a contract has:

- A value over \$1,000,000;
- Positive amendments that modify such initial contracts to a value over \$1,000,000; or
- Subsequent amendments to such contracts that require proactive publication onto the Open Government Portal on a quarterly basis.

Type of information	Standardized text format	Guidance note
Contract Description	Contract Description: [Insert a detailed description of the contract.]	Departments are to provide a detailed description of the contract. Where the contract was the result of an open competitive process, departments should consider using the publicly available description of the work, such as procurement description information in a tender on the Government Electronic Tendering System or contract information on a public website. If there is no publicly available information, departments should provide a description of the contract similar to what a department would normally provide in a tender or contract award notice or a summary of the statement of work. If readily available, provide the categories of resources required.

### Example

If a department is proactively publishing information on a \$10 million contract for professional services for the provision of specialized informatics professional services to support the ongoing operation of their financial management system, the type of standardized text to be provided in the comments or additional comments data field may include:

Contract Description: The department has a requirement for the provision of specialized technical support services for the department's financial management system. The contractor will provide technical support 24 hours a day and 7 days a week to the department's information technology service team to troubleshoot issues, develop software patches and provide system updates to ensure that there are no service interruptions to the system. This contract supports the department's delivery of its core mandate and contributes to the department's data modernization strategy.

D.2.3 When reporting on amendments, departments are to include the contract description for the original contract. Departments are to provide additional information if there is a significant amendment to the contract and this information is in the public interest.

D.2.4 Consistent with subsections 4.2.1, 4.2.2, 4.2.3, and 4.2.4 of this guide, departments are to determine to what extent the contract description information, in whole or in part, would properly be withheld in response to a request under Part 1 of the *Access to Information Act*, pursuant to section 80 and section 90 of the Act.

D.2.5 Business owners should assist departments by providing information related to the contract description to ensure the timely publication of contract information.

# Appendix E – reporting of additional contract data fields in Appendix A

Departments and agencies	Reporting date
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 that a department onboards to GCFM.

Departments and agencies	Reporting date	
<ul> <li>Departments and agencies that are members of the following: <ul> <li>Integrated Financial and Materiel System (IFMS) group</li> <li>GX group</li> </ul> </li> <li>The following departments: <ul> <li>Transport Canada</li> <li>Correctional Services Canada</li> </ul> </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 and agencies	Departments and agencies are to consider these data elements when onboarding to new financial or procurement systems and to report within the applicable reporting timelines. For example, if an entity onboards 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 data fields:

- Number of Bids
- Section 6 Government Contracts Regulations Exceptions
- Award Criteria
- Socio-Economic Indicator

Note: Departments and agencies listed in this Appendix E may proactively 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.

## Footnotes

- 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.
- 2 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*.

Date modified: 2023-06-21