



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Department of Justice
Finance and Procurement Branch
attention: Steve Gbaguidi
284 Wellington Street
Ottawa ON K1A 0H8
Bids Receiving Unit: 613-724-1521

Ministère de la Justice
Direction générale, finances et approvisionnement
attention : Steve Gbaguidi
284, rue Wellington
Ottawa (Ontario) K1A 0H8
service de réception des soumissions : 613-724-1521

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

Proposal To: Department of Justice

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Ministère de la Justice

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

| | |
|--|--|
| Title – Sujet | |
| Personal Support Worker (PSW) services | |
| Solicitation No. – N° de l'invitation | Date |
| 10000015524 | 29-09-2014 |
| Client Reference No. – N° référence du client | |
| 10000015524 | |
| GETS Reference No. – N° de référence de SEAG | |
| PW-14-00654871 | |
| Solicitation Closes L'invitation prend fin | Time Zone Fuseau horaire |
| at – à 02 :00 PM – 14h00 | Eastern Standard Time (EDT) Heure Normale de l'Est (HAE) |
| on – le 15-10-2014 | |
| F.O.B. - F.A.B. | |
| Plant-Usine: <input type="checkbox"/> | Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> |
| Address inquiries to – Adresser toute demande de renseignements à : | |
| Steve Gbaguidi | |
| Area code and Telephone No. Code régional et N° de téléphone | Facsimile No. / e-mail N° de télécopieur / courriel |
| | steve.gbaguidi@justice.gc.ca |
| Destination – of Goods, Services, and Construction: Destination – des biens, services et construction | |
| See Herein Voir aux présentes | |

Instructions: See Herein

Instructions : Voir aux présentes

| | |
|--|---|
| Delivery required -Livraison exigée | Delivery offered -Livraison proposée |
| See Herein – Voir aux présentes | |
| Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande) | |
| Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| | |
| Telephone No. - N° de téléphone | |
| e-mail - courriel | |
| Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| | |
| Signature | Date |



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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 6 - Security Requirement, and Part 7 - Resulting Contract Clauses.

1.2 Statement of Work

See Annex A, Statement of Work

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2013-06-26) [Standard Instructions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/18) - Goods or Services - Competitive Requirements (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/18>), are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the Department of Justice Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

No prices must be indicated in the technical proposal.

Résumés for Proposed Resources: Where the experience, education or other qualifications (including professional designation or membership requirements) of proposed individuals will be evaluated, the résumé of each proposed individual should be included in the technical bid.

Personnel Security: Where there is a personnel security requirement, résumés should state the current level of personnel security held by the proposed individual(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s).

Education: Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized* Canadian academic credentials assessment service. (*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/2/home.canada.>)

Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- II2 Bidders must submit their rate FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- II3 When preparing their financial bid, bidders should review the basis of payment in Part 7, Resulting Contract Clauses, 7.1 Basis of Payment and in clause 4.1.2, Financial Evaluation, of Part 4.



II4 Bidders should include the following information in their financial bid:

- 1) Their legal name;
- 2) Their Procurement Business Number (PBN); and
- 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5, including the attachments to Part 5.

Bidders must also submit the following:

- a duly completed Bid Submission Form as provided in Annex E
- Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria (Step 1)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

4.1.2. Financial Evaluation (Step 2)

Refer to Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

- 4.1.2.1. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

- 4.1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

4.2 BASIS OF SELECTION

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

A - Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

| <p>Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets <u>ALL</u> of the Mandatory Requirements as indicated below.</p> | | |
|---|---------------|-----------------|
| <p>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.</p> | | |
| Criteria | Page # | Yes / No |
| M1 – Proposed Bidder possess have a minimum of five (5) years in the Health Related Service. | | |
| M2 – Proposed Bidder must provide a minimum of three (3) potential female Personnel Support Worker candidates along with their résumés. | | |
| M3 – Due to the personal nature of the assistance required by an employee, the employee could state a preference for a male or female personal support worker. Please acknowledge in a written statement. | | |
| M4 – The proposed Personnel Support Workers must have a valid certification as a Personal Support Worker from an accredited institution (i.e. Community College) | | |
| M5 – Proposed Resources must possess a minimum of two (2) years experience as a Personal Support Worker within the last ten (10) years. | | |
| M6 – The proposed Personnel Support Workers must possess First Aid and CPR training certification | | |
| M7 –The proposed Personnel Support Workers must possess working knowledge of computer software packages (e.g., Microsoft word, excel, PowerPoint, etc.) | | |
| M8 –The proposed Personnel Support Workers must have working knowledge of technical aids, assistive adaptive technology | | |



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

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

The price and rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont>
- (b) any travel expenses for travel between the Contractor’s place of business and the NCR; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

| Resource Category | Name of Resource | Firm Hourly Rate | Estimated Level of Effort |
|---------------------------------------|------------------|------------------|---------------------------|
| Primary Personal Support Worker (PSW) | _____ | \$_____ | 240 days |
| Backup Personal Support Worker (PSW) | _____ | \$_____ | TBD |

The evaluated price of the bid is the median quoted firm hourly rate. Median price is defined as the average all periods; which are initial contract period, option periods 1,2,3 and 4.

The total forecast is 240 days or 1800 hours per year.

A day represents 7.5 hours of work.

The initial contract period will be from the 1st November 2014 award to October 31, 2015 with a possible extensions to October 31, 2019 through four (4) option periods of one year each. The Bidder's quoted firm hourly rate will apply to any resulting contract, including any option periods that may be exercised.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of [Standard Instructions](#) 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 – Information on Former Canadian Public Servant**, as part of their bid.

5.1.2 Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

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

5.1.3 Additional Certifications

Bidders must submit **Attachment 2 to Part 5 – Additional Certifications** as part of their bid.



ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 – Information on Former Canadian Public Servant**, as part of their bid.

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

A. Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

B. Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

C. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** **No**

If so, the Bidder must provide the following information:

- a. name of former public servant _____;
- b. conditions of the lump sum payment incentive _____;
- c. date of termination of employment _____;
- d. amount of lump sum payment _____;
- e. rate of pay on which lump sum payment is based _____;
- f. period of lump sum payment including start date, end date and number of weeks _____;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program _____.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS

5.2 Additional Certifications

Bidders must submit **Attachment 2 to Part 5 – Additional Certifications** as part of their bid.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive

5.2.1.2 Education and Experience

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

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



PART 6 - SECURITY REQUIREMENT

6.1 Security Requirement

- 6.1.1 At the date of bid closing, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 6.1.2 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1. General Conditions

The Department of Justice General Conditions 102 (2013-10-15) - Medium to High Complexity - Services apply to and form part of the contract. The general conditions can be found at: The general conditions can be found at <http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/index.html>

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

Security Requirement for Canadian Supplier:

The contractor's personnel involved in the work shall hold a valid personnel security screening level of SECRET at all times during the performance of the contract. Security clearance must be issued by the Canadian and International Industrial Security Directorate ("CIISD") of Public Works and Government Services Canada ("PWGSC").

All or part of the work involves possible access to CLASSIFIED information/materiel.

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CIISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List described in Annex "D";
 - b. Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1. Period of the Contract

The period of the Contract is from November 1st, 2014 to October 31, 2015 inclusive.

4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Termination on Thirty Days Notice

4.3.1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.



4.3.2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1. Contracting Authority

The Contracting Authority for the Contract is:

Steve Gbaguidi
Senior Contracting Advisor
Department of Justice Canada
Finance and Planning Branch
284 Wellington Street
EMB 1209
E-mail: steve.gbaguidi@justice.gc.ca

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

5.2. Project Authority

The Project Authority for the Contract is:

(To be provided at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3. Contractor's Representative

(To be inserted at contract award)

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

| Resource Category | Name of Resource | Firm Hourly Rate | Estimated Level of Effort |
|---------------------------------------|------------------|------------------|---------------------------|
| Primary Personal Support Worker (PSW) | _____ | \$_____ | 240 days |
| Backup Personal Support Worker (PSW) | _____ | \$_____ | TBD |

The evaluated price of the bid is the median quoted firm hourly rate. Median price is defined as the average all periods; which are initial contract period, option periods 1,2,3 and 4.

The total forecast is 240 days or 1800 hours per year. A day represents 7.5 hours of work.



Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

| Resource Category | Name of Resource | Firm Hourly Rate | Estimated Level of Effort |
|---------------------------------------|------------------|------------------|---------------------------|
| Primary Personal Support Worker (PSW) | _____ | \$ _____ | 240 days |
| Backup Personal Support Worker (PSW) | _____ | \$ _____ | TBD |

The evaluated price of the bid is the median quoted firm hourly rate. Median price is defined as the average all periods; which are initial contract period, option periods 1,2,3 and 4.

The total forecast is 240 days or 1800 hours per year. A day represents 7.5 hours of work.

The extended contract period options are as follows:

- Option Period 1: (November 1, 2015 to October 31, 2016)
- Option Period 2: (November 1, 2016 to October 31, 2017)
- Option Period 3: (November 1, 2017 to October 31, 2018)
- Option Period 4: (November 1, 2018 to October 31, 2019)

7.2. Limitation of Expenditure

7.2.1. Canada's total liability to the Contractor under the Contract must not exceed (to be inserted at award).

7.2.2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.2.4. Cost Submission

If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.



7.3. Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.4. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.5 Travel and Living Expenses

The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance for overhead or profit, and these costs which will be reimbursed in accordance with the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All payments are subject to Government Audit.

All travel must have prior authorization of the Project Authority.

Canada will not accept any travel and living expenses for:

- (a) Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- (b) Any travel between the Contractor's place of business and the NCR; and
- (c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm hourly rates for professional fees specified above.

7.6 Method of Payment

7.6.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;

7.6.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 19 – Payment Period and Article 20 - Interest on Overdue



Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex E. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 19 – Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services forming part of this Contract will not apply, until the Contractor corrects the matter.

8. Invoicing Instructions

8.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each claim must be supported by the following, where applicable, a copy of time sheets to support the time claimed;

8.2. Claims must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

(To be provided at contract award)

9. Certifications

9.1. Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;

(b) the Department of Justice General Conditions 102 (2013-10-15) - Medium to High Complexity - Services;

(c) Annex A, Statement of Work;

(d) Annex C, Security Requirements Check List

(e) the Contractor's bid dated _____, as clarified on _____ " or ", as amended on _____".



12. Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service suppliers to improve their operations to reduce their negative impact on the environment.

12.1 Environmental Properties Behaviour Recommended

12.1.1 Paper consumption:

- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

12.1.2 Travel requirements:

- Project Authority is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors: 2012 Accommodations Search (<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>).
- Use of public/green transit where feasible.

13. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



ANNEX A STATEMENT OF WORK

1 TITLE

Personal Support Worker (PSW) Services

2 OBJECTIVE

The objective of the contract is to have personal support worker (PSW) services provided to address the needs of two Department of Justice employees. The primary service recipient is a Justice employee based in the National Capital Region (NCR) who requires assistance during work hours. Should the NCR employee travel there is the need to have a second PSW available at the travel location. A secondary service recipient is a Justice employee from outside the NCR who requires assistance while working in the NCR as required during the year. The required services are to be provided by one full-time Personal Support Worker (Primary PSW) with a second, part-time, Personal Support Worker (Backup PSW) providing backup service to cover absences of the primary PSW and provide backup services as required.

3 REQUIREMENT DESCRIPTION

3.1 Scope

A single PSW shall provide care aide services anytime from 7:30 a.m. to 5:30 p.m., Monday to Friday (minimum of 4 hours per day and not exceeding 7.5 hours per day). The start and end times could vary slightly from day to day depending on the type of each rotation the justice employee is assigned to and the rotational operational requirements. The Primary PSW will be required to accompany the Justice employee for business travel within Canada.

Backup PSW Requirement:

The Contractor will also provide a replacement PSW (Backup PSW) equally qualified and acceptable to the Project Authority to cover short absences such as sick days. All assigned PSW's will be expected to conduct themselves in a manner befitting to a professional office or legal environment.

Backup PSW services will be required on a part-time as needed basis in the National Capital Region (NCR) only to accommodate the needs of a Justice Counsel member from another region who attends meetings in Ottawa periodically throughout the year.

The contractor must have the ability to provide backup PSW services for hourly living duties in locations outside of the NCR to assist the Primary PSW when they accompany the employee for business trips.

3.2 Tasks

The principal tasks involve assisting an employee with a disability in performing the following:

3.2.1 Tasks Related to Activities of Daily Living In The Workplace According to Personal Needs

- Assistance with personal needs (e.g., brushing teeth, combing hair, outerwear clothing, bathroom attendance, lifts and/or transfers, etc.)
- Assistance with meals (e.g., set-up, feeding, purchasing lunch)
- Assistance with transfers, and mobility activities as directed and escort duties as required during the hours of work (e.g., manipulation of clasps and lids, reaching or handling items, positioning wheelchair, etc.)
- Assistance with transportation activities during work hours
- Assistance with communication when necessary or as requested by client
- other related tasks, as required

3.2.2 Tasks Related to Activities of Daily Work Needs In The Workplace According to Job Function

- Assistance with administrative support (e.g., assist with the typing of large documents, reports; accessing files in filing cabinets);
- Assistance with general office administration (photocopying, faxing and typing);
- Set-up of workspace e.g., positioning of work related papers and materials
- Accessing desktop and laptop computers



- Ensuring functionality of technology is maintained (e.g., recharging batteries, etc.)
- Attend meetings where applicable
- other related tasks, as required

3.2.3 Tasks Related to Assisting the Employee While Travelling

- Travelling with employee for business purposes where required (within city and out of town)
- Attendance of meetings at other locations in the city of work with the employee
- Assisting with client's personal care requirements within and outside of normal work hours, as required during out of city travel. This may include bathing, getting ready for bed, transfers and getting ready for work.

3.2.4 Similar, Unforeseen Tasks

The PSW will be required to provide other similar services which cannot be foreseen as they will arise on a day-to-day basis.

4 TRAVEL

Travel could include but may not be limited to the following:

- Attendance of meetings at other locations in the city of work with the employee
- Travelling with client for business purposes where required (within city and out of town)
- Assisting with client's personal care requirements within and outside of normal work hours, as required during out of city travel. This may include bathing, getting ready for bed, transfers and getting ready for work.

Where travel is to another location across Canada and requires overnight stays, the Contractor will be required to provide a second PSW at the travel location for daily living aide requirements in the morning and in the evening to comply with Canada Labour Code requirements. We do not pay for the second or backup PSW to travel with the employee and the Primary PSW. We expect the company that provides the service to be able to provide a second PSW in the location to which the employee is travelling. They will be required to assist with the daily living duties which could include, but may not be limited, to the following:

- getting up in the morning;
- putting to bed at night;
- washing and bathing;
- assisting with meals (breakfast, dinner);
- transfers into and out of wheelchair;
- transfers into and out of the bed;
- dressing;
- assistance with bowel functions (suppositories).

In the event that travel will be necessary outside the National Capital Area to fully detail client requirements; all expenses for travel will require prior approval from the JUS Project Authority and the Contractor with sufficient advance notice of travel to facilitate the scheduling of a secondary PSW at the travel location.



**ANNEX B
BASIS OF PAYMENT**

B1 INITIAL CONTRACT PERIOD

B1.1 Fees

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Basis of payment is bid quoted firm hourly rate multiplied by level of effort. A day represents 7.5 hours of work. The total forecast is 240 days or 1800 hours for the year.

| Initial Period: November 1 to October 30, 2015 | FIRM HOURLY RATE (\$ CAD) | LEVEL OF EFFORT (estimated) | TOTAL (\$ CAD) |
|---|------------------------------|--------------------------------|-------------------|
| | A | B | C = A x B |
| Primary Personal Support Worker (PSW) | \$ | 1800 hrs(240days) | \$ |
| Backup Personal Support Worker (PSW) | \$ | TBD | TBD |
| Total Estimated Cost (Applicable Taxes extra): | | | \$ |

B1.2 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

B1.3 OPTION TO EXTEND THE CONTRACT

B2 OPTION PERIOD 1

B2.1 Fees

During the extended period of the Contract, the Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Basis of payment is bid quoted firm hourly rate multiplied by level of effort. A day represents 7.5 hours of work. The total forecast is 240 days or 1800 hours for the year.

| Option Period 1: November 1, 2015 to October 31, 2016 | FIRM HOURLY RATE (\$ CAD) | LEVEL OF EFFORT (estimated) | TOTAL (\$ CAD) |
|--|------------------------------|--------------------------------|-------------------|
| | A | B | C = A x B |
| Primary Personal Support Worker (PSW) | \$ | 1800 hrs(240days) | \$ |
| Backup Personal Support Worker (PSW) | \$ | TBD | TBD |
| Total Estimated Cost (Applicable Taxes extra): | | | \$ |

B2.2 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred



in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

B3 Option Period 2

B3.1 Fees

During the extended period 2 of the Contract, the Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Basis of payment is bid quoted firm hourly rate multiplied by level of effort. A day represents 7.5 hours of work. The total forecast is 240 days or 1800 hours for the year.

| Option Period 2: November 1, 2016 to October 31, 2017 | FIRM HOURLYRATE (\$ CAD) | LEVEL OF EFFORT (estimated) | TOTAL (\$ CAD) |
|--|-----------------------------|--------------------------------|-------------------|
| | A | B | C = A x B |
| Primary Personal Support Worker (PSW) | \$ | 1800 hrs(240days) | \$ |
| Backup Personal Support Worker (PSW) | \$ | TBD | \$ TBD |
| Total Estimated Cost (Applicable Taxes extra): | | | \$ |

B3.2 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

B4 Option Period 3

B4.1 Fees

During the extended period 3 of the Contract, the Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Basis of payment is bid quoted firm hourly rate multiplied by level of effort. A day represents 7.5 hours of work. The total forecast is 240 days or 1800 hours for the year.

| <u>Option Period 3:</u> <u>November 1, 2017 to October 31, 2018</u> | FIRM HOURLYRATE (\$ CAD) | LEVEL OF EFFORT (estimated) | TOTAL (\$ CAD) |
|--|-----------------------------|--------------------------------|-------------------|
| | A | B | C = A x B |
| Primary Personal Support Worker (PSW) | \$ | 1800 hrs(240days) | \$ |
| Backup Personal Support Worker (PSW) | \$ | TBD | \$ TBD |
| Total Estimated Cost (Applicable Taxes extra): | | | \$ |

B4.2 Travel and Living Expenses



The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

B5 Option Period 4

B5.1 Fees

During the extended period 4 of the Contract, the Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Basis of payment is evaluated price of the bid quoted firm hourly rate multiplied by level of effort. A day represents 7.5 hours of work. The total forecast is 240 days or 1800 hours for the year.

| Option Period 4: November 1, 2018 to October 31, 2019 | FIRM HOURLY RATE (\$ CAD) | LEVEL OF EFFORT (estimated) | TOTAL (\$ CAD) |
|--|------------------------------|--------------------------------|-------------------|
| | A | B | C = A x B |
| Primary Personal Support Worker (PSW) | \$ | 1800 hrs(240days) | \$ |
| Backup Personal Support Worker (PSW) | \$ | TBD | \$ TBD |
| Total Estimated Cost (Applicable Taxes extra): | | | \$ |

B5.2 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.



ANNEX C SECURITY REQUIREMENT CHECK LIST

Government of Canada / Gouvernement du Canada

JUN 05 2014

| |
|--|
| Contract Number / Numéro du contrat 100015524 |
| Security Classification / Classification de sécurité |

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | |
|---|--|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of Justice | 2. Branch or Directorate / Direction générale ou Direction HR & Professional Development Directorate |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant |
| 4. Brief Description of Work / Brève description du travail Assists an employee with a disability in performing: - activities of daily living in the workplace according to personal needs - activities of daily work needs in the workplace according to job function | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> |
| Foreign / Étranger <input type="checkbox"/> | |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | |
| No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> |
| Not releasable À ne pas diffuser <input type="checkbox"/> | No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: | Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: |
| Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: | Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | |
| PROTECTED A PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> |
| PROTECTED B PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> |
| PROTECTED C PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> |
| CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> | NATO SECRET NATO SECRET <input type="checkbox"/> |
| SECRET SECRET <input type="checkbox"/> | COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET TRÈS SECRET <input type="checkbox"/> | PROTECTED A PROTÉGÉ A <input type="checkbox"/> |
| TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> | PROTECTED B PROTÉGÉ B <input type="checkbox"/> |
| | PROTECTED C PROTÉGÉ C <input type="checkbox"/> |
| | CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> |
| | SECRET SECRET <input type="checkbox"/> |
| | TOP SECRET TRÈS SECRET <input type="checkbox"/> |
| | TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

100015524

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux :

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

10. b) May unscrubbed personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





| |
|--|
| Contract Number / Numéro du contrat 100015524 |
| Security Classification / Classification de sécurité |

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category Catégorie | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|--|----------------------|---|---|------------------------------|--------|---------------------------------|--|--|----------------|---|----------------------|---|---|--------------|--------|---------------------------------|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED NATO DIFFUSION RESTRENTE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets Renseignements / Biens | | | | | | | | | | | | | | | | |
| Production | | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice
Canada

Ministère de la Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

| | | |
|---|--|-----------------------------|
| Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0 | Cheque No. N° de chèque 0000000 | |
| Pay to the order of Payez à l'ordre de | \$ _____ Dollars | |
| "Void" <<Nul>> | | |
| Signature | _____ | |
| "000" "00000"000 | 000000"0 | |
| Transit No. N° de la succursale | Bank No. N° de l'institution financière | Account No. N° du compte |

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with **original signature(s)** to the following address:

Chief, Accounting Services
Room 1263, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: **"To be opened by addressee only".**



Your personal information are requested and compiled by the Department of Justice Canada for the purpose of administering the electronic payment program. The information is mandatory in the case where a Recipient decides to participate in the program. This information will be protected and used in conformity with the *Privacy Act*. Under the *Privacy Act*, each Recipient has access to their personal information and has the right to demand any modification. These information will be maintained by the Department of Justice.

- IMPORTANT**
- ➔ Must be a Canadian recipient holding a bank account in Canadian \$.
 - ➔ For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
 - ➔ Note that Direct Deposit payments carry no stub information.

1 - TYPE OF REQUEST

- New request ➔ Direct Deposit (DD) Electronic Data Interchange (EDI)
- Change ➔ to banking information (provide a new blank cheque)
➔ from Direct Deposit (DD) to from Electronic Data Interchange (EDI) to Direct Deposit (DD)
- Cancel electronic payment and revert to cheques

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

| | | | |
|--|-------------|---|-----------|
| Address | | Name of Payment Contact (please print) | |
| City | | Telephone | Fax |
| Province | Postal Code | E-mail for Payment Notifications (please print) | |
| Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print) | | | Telephone |

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature Date Signature

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

| | | |
|----------------------------------|---------------------------------------|---------------------------------------|
| 1 Branch Number (transit) | 2 Financial Institution Number | 4 Name(s) of Account Holder(s) |
| 3 Account Number | | |

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

| | |
|---|--------------------------------------|
| 5 Financial Institution Name, Address and Telephone Number | 7 Financial Institution Stamp |
| 6 Signature of Financial Institution Representative | |

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

| | | |
|---|-----------------------|-------------|
| PROCESSED BY | ➔ Name (please print) | Vendor Code |
| Signature | | Date |
| VERIFIED BY | ➔ Name (please print) | Signature |
| <input type="checkbox"/> Payment Method Changed | | |

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Date

