



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

Procurement.Approvisionnement@cas-satj.gc.ca

**Proposal To: Courts Administration Service**

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Service administratif des tribunaux judiciaires (SATJ)**

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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

<b>Title/Titre:</b> Subject Interviews	<b>Solicitation No – N° de l'invitation</b> CON-14-028
<b>Date of Solicitation – Date de l'invitation</b> 2015-02-12	
<b>Address Enquiries to – Adresser toutes questions à</b>  Procurement.Approvisionnement@cas-satj.gc.ca	
<b>Telephone No. – N° de téléphone</b> 613-947-0439	<b>FAX No – N° de fax</b>
<b>Destination</b>	

**Instructions:**

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax/Quebec Sales Tax is to be shown as a separate item.

**Instructions:** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée/taxe de vente du Québec doit être indiqué séparément.

**Solicitation Closes – L'invitation prend fin**

At – à : 15h00 EST

On - le : February 27, 2015

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses

#### **List of Annexes:**

- |         |                                  |
|---------|----------------------------------|
| Annex A | Statement of Work                |
| Annex B | Basis of Payment                 |
| Annex C | Security Requirements Check List |

### **PART 1 - GENERAL INFORMATION**



### 1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

### 2. Statement of Work

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

### 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

### 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 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: One hundred and twenty (120) days

### 2. Submission of Bids

Bids must be submitted electronically to the Courts Administration Service (CAS) by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Former Public Servant

Contracts with 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.

Definitions



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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant; and
- 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](#).

#### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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.

#### 4. 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.

#### 5. Applicable Laws

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

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

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

The Bidder **SHALL** submit their Technical Proposal and Financial Proposal by electronic mail (E-mail) . Proposals hand-delivered or delivered by courier, including Purolator, will be deemed NON-COMPLIANT and given no consideration. Proposals **SHALL** be sent on or before the



Solicitation Closing Time and Date. Responses received after the Closing Time and Date will be declared Non-responsive and therefore deemed NON-COMPLIANT and given no consideration.

Bidders are to ensure that the Solicitation Number (CON-14-028) is clearly marked on their email correspondence.

**Electronic Submissions:** Individual e-mails exceeding five (5) megabytes, or that include other factors such as embedded macros and/or links, may be rejected by the CAS e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority Representative. Larger bids may be submitted through more than one e-mail. The Contracting Authority Representative will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority Representative has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority Representative confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the Closing Time and Date to confirm receipt. Technical and financial documents received after the Closing Time and Date will not be accepted.

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

No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

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

Section I:        Technical Bid

Section II:       Financial Bid

Section III:      Certifications

## 2.        **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).



Courts Administration  
Service

Service administratif des  
tribunaux judiciaires

**3. Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**4. Section III: Certifications**

Bidders must submit the certifications required under Part 5, if applicable.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

The Mandatory Requirements listed below will be evaluated on a pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrate compliance with all of the following Mandatory Requirements and **MUST** provide the necessary documentation to support compliance as stated in Part 3, Section 1: Technical Bid.

No.	Mandatory Requirement	Substantiating Detail/Proposal Reference	Pass/Fail
M1	The Bidder's proposed resource must have conducted at least 50 subject interviews in the past five (5) years in order to provide TOP SECRET clearances.		

#### 1.2 Financial Evaluation

- 1.2.1 Bidders must quote an all inclusive rate per interview.
- 1.2.2 Bids **that are 50% more expensive** than the lowest compliant bidder will not be considered.
- 1.2.2 Bidders must provide an all inclusive interview rate on the initial contract period, as well as, rates on the two (2) one (1)-year option periods.
- 1.2.3 The rates of the offer will be evaluated in Canadian dollars, the Harmonized Sales Tax excluded.
- 1.2.4 The quoted rates from the below table will be used for the financial evaluation.





1.2.5 The total evaluated price will be calculated by the sum of each interview rate multiplied by its respective weight factor for the period of the proposed contract and option years.

Service	All Inclusive Rate per Interview (HST Excluded)			Total D = A+B+C
	Contract Period	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	
	Contract award to 31 March 2016	01 April 2016 to 31 March 2017	01 April 2017 to 31 March 2018	
Subject Interview Rate	\$_____	\$_____	\$_____	
Weight Factor	1.00X	1.00X	1.00X	
Total Bid Price = Rate x Weight Factor	\$_____ (A)	\$_____ (B)	\$_____ (C)	\$_____ (D)

### 1.3 Note to Bidders

The estimated number of subject interviews per year is 20.

## 2. Basis of Selection

### 2.1 Mandatory Technical Criteria

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 total evaluated price will be recommended for award of a contract.

### 2.2 Tie-Breaker

Only one responsive bid will be recommended for contract award. In the event there are two or more Bidders with identical rates per interview, the bid that was submitted first will be recommended for contract award.

## 3. Security Requirement

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 6 - 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 6 - 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;

2. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



## **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.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 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.

#### **1.2 Former Public Servant Certification**

Contracts with 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, Offerors must provide the information required below.

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

#### Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

#### Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES ( ) NO ( )**

If so, the Offeror 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

### **1.3 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



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Service                      tribunaux judiciaires

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.



## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

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

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of TOP SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL, SECRET or TOP SECRET as required, granted or approved by CISD/PWGSC.

The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b. Industrial Security Manual (Latest Edition).

### **2. Statement of Work**

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

### **3. Standard Clauses and Conditions**

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

#### **3.1 General Conditions**

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from April 1, 2015 to March 31, 2016 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 two (2) 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 fifteen (15) 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.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

This section will be completed at contract award.

Name: Francis Gosselin  
Title: A/Director, Contracting and Materiel Management  
Courts Administration Service  
Contracting and Materiel Management  
Directorate: Corporate Services  
Address: 90 Sparks Street

Telephone: 613-947-0439  
E-mail address: Procurement.Approvisionnement@cas-satj.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:

This section will be completed 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**

This section will be completed at contract award.

## **6. Proactive Disclosure of Contracts with Former Public Servants**

This section will be completed at contract award.



## **7. Payment**

### **7.1 Basis of Payment**

### **7.2 Limitation of Expenditure**

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

### **7.3 Method of Payment**

Canada will pay the Contractor upon completion and delivery of interviews in accordance with the payment provisions of the Contract if:

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

## **8. Invoicing Instructions**

- 1) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

- 2) Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the Project Authority which will be defined in the Contract for certification and payment; and
- b) One (1) copy to the Contracting Authority.



## **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.     PERSONNEL - QUALIFICATIONS, REPLACEMENT**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **11.     Applicable Laws**

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

## **12.     Insurance**

SACC Manual clause G1005C (2008-05-12).

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.

## **13.     Priority of Documents**





Courts Administration    Service administratif des  
Service                    tribunaux judiciaires

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 general conditions - 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirement Checklist (SRCL); and
- (f) the Contractor's bid dated \_\_\_\_\_



## ANNEX "A"

### STATEMENT OF WORK

#### 1. PURPOSE

The intent of this document is to describe the expertise and services which are expected from the service provider CAS will retain to conduct on an as requested basis subject interviews of identified CAS employees. The document also highlights the basic qualifications interviewers for the service provider will be expected to have and the activities and outputs they have to deliver.

#### 2. BACKGROUND

The Canadian Security Intelligence Service (CSIS) has recently taken the position that they will conduct subject interviews only in specific cases when deemed necessary. Consequently, CAS must retain the services and expertise of a highly qualified and experienced service provider to conduct subject interviews with CAS employees. These interviews are mandatory for CAS to meet the requirements established by CSE.

#### 3. SCOPE OF REQUIREMENTS

- Conduct file review and prepare interview questions
- Coordinate subject interviews with CAS employees
- Conduct Open Source inquires
- Conduct Subject Interview to Personnel Security Standards of Treasury Board Secretariat
- Submit to CAS a written report with recommendations

#### 4. DESCRIPTION

##### 4.1. Availability of Resources

As the requirement is on an as and when requested basis, the Contractor will commence scheduling the interviews within two (2) business days after notification by the Technical Authority and will conduct the interviews at the earliest possible time available within the Contractor's schedule and the schedule of the Subject to be interviewed.

##### 4.2. Conduct File Review and Prepare Interview Questions

CAS requires the service provider to complete a file review of the employees and build upon the information obtained to establish interview themes and questions for the subject interview to assess the employees reliability and loyalty. The inventory of questions will be vetted and approved by CAS Security Services.

CAS Security Services may, if required, provide the service provider with additional employee information deemed necessary to complete a comprehensive file review.



Research, file reviews and interviews will be conducted on CAS premises.

#### **4.3. Coordinate Subject Interview with CAS Employees**

The service provider will coordinate all aspects of the subject interview with CAS employees. The service provider will receive a list of employees to be interviewed and will ensure that CAS Chief, Operations Support is advised of the date and time of each interview. All subject interviews will be conducted within CAS facilities in the National Capital Region.

#### **4.4. Materials to be Supplied by Vendor**

- Consent for recording of subject interview
- Audio recorder
- Laptop computer with no network capacity
- CD's/DVD's for duplication and delivery of recorded interview

#### **4.5. Conduct Interview to Treasury Board Secretariat Standards**

The service provider shall provide a team of qualified interviewers fluent in both official languages. Interviewers must hold a valid Government of Canada personal security clearance of Top Secret issued by Canadian Industrial Security Directorate (CISD).

The service provider is required to supply interview material, file history log and consent form for recording subject interviews. Recording of interviews (CD/DVD) will be prepared by the service provider and turned over to CAS Chief, Operations Support along with the interviewers' files, notes and interview material once the final report is submitted to CAS. Upon confirmation of receipt of the Subject's file and noted deliverables by CAS Chief, Operations Support all interview materials and reports will be erased from the service providers' computers and audio recorders. All interview material shall be maintained within CAS facilities.

CAS Chief, Operations Support shall ensure, as per Treasury Board Secretariat Standards, employees identified to undergo interviews provide written consent prior to the commencement of the subject interview phases outlined in this document.

#### **4.6. Submit to CAS a Written Report with Recommendations**

The service provider is required to submit a detailed written report for each employee interviewed containing its findings based on the information reviewed, the areas covered, and the factors of concern that may bear on the employees' reliability and loyalty and a clear indication of any significant adverse information.

The report may be written in either official language using MS Word processing software and must be saved on a password protected CD/DVD containing the audio recording which will be provided to CAS Chief, Support Operations. All written reports shall be authored within CAS facilities.

#### **4.6 Deliverables**



The final report and material must be handed over to CAS Chief, Operations Support by the end of working day that interview occurs. If it is determined the report cannot be completed on the same day as the interview, the Contractor and CAS Chief, Operations Support will mutually agree on a later time for the delivery.

#### **4.7 Location of Work**

All work must be performed at CAS premises in Ottawa, ON.

#### **4.8 Travel and Living**

Not applicable.



**ANNEX "B"**

**BASIS OF PAYMENT**

<b>Service</b>	<b>All Inclusive Rate per Interview (HST Excluded)</b>		
	<b>Contract Period</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>
	<b>Contract award to 31 March 2016</b>	<b>01 April 2016 to 31 March 2017</b>	<b>01 April 2017 to 31 March 2018</b>
<b>Rate</b>	\$ _____	\$ _____	\$ _____



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Form with multiple sections: 1. Originating Government Department or Organization; 2. Branch or Directorate; 3. Subcontract Number; 4. Brief Description of Work; 5-7. Security questions regarding access to controlled goods, technical data, and information levels.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
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?
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?
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
RELIABILITY STATUS / COTE DE FIABILITÉ
TOP SECRET-SIGINT / TRÈS SECRET - SIGINT
SITE ACCESS / ACCÈS AUX EMPLACEMENTS
CONFIDENTIAL / CONFIDENTIEL
NATO CONFIDENTIAL / NATO CONFIDENTIEL
SECRET / SECRET
NATO SECRET / NATO SECRET
TOP SECRET / TRÈS SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
Special comments: / Commentaires spéciaux :
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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?
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?

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?

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?
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?



Contract Number / Numéro du contrat
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 RESTREINTE	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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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?  No / Non  Yes / Oui  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Natalie Boyer		Title - Titre Chief Operation Support	Signature <i>Natalie Boyer</i>
Telephone No. - N° de téléphone (613) 991-1244	Facsimile No. - N° de télécopieur (613) 943-3411	E-mail address - Adresse courriel natalie.boyer@cas-satj.gc.ca	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Shaun Daniels		Title - Titre SECURITY OFFICER	Signature <i>Shaun Daniels</i>
Telephone No. - N° de téléphone (613) 995-4697	Facsimile No. - N° de télécopieur (613) 943-3411	E-mail address - Adresse courriel shawn.daniels@cas-satj.gc.ca	Date 2013-09-17
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) BENOÎT GALIPEAU		Title - Titre CONTRACTING OFFICER	Signature <i>Benoît Galipeau</i>
Telephone No. - N° de téléphone 613-946-6031	Facsimile No. - N° de télécopieur 613-947-3214	E-mail address - Adresse courriel benoit.galipeau@cas-satj.gc.ca	Date 2013-09-27
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) Mathieu Leduc		Title - Titre A/Director Security Services	Signature <i>Mathieu Leduc</i>
Telephone No. - N° de téléphone (613) 996-6588	Facsimile No. - N° de télécopieur (613) 943-3411	E-mail address - Adresse courriel mathieu.leduc@cas-satj.gc.ca	Date 2013-09-17

Security Classification / Classification de sécurité
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