

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet EXPERT ADVISORY SERVICES	
Solicitation No. - N° de l'invitation 35035-135002/A	Date 2015-02-20
Client Reference No. - N° de référence du client 35035-135002	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZG-409-28506	
File No. - N° de dossier 409zg.35035-135002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-07	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Perkins, Deborah	Buyer Id - Id de l'acheteur 409zg
Telephone No. - N° de téléphone (819) 956-8656 ()	FAX No. - N° de FAX (819) 956-2675
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PRIVY COUNCIL OFFICE BUSINESS TRANSFORMATION & RENEWAL 55 METCALFE STREET, RM1526 OTTAWA Ontario K1A0A3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Business Management and Consulting Services Division /
Division des services de gestion des affaires et de
consultation
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	REQUEST FOR PROPOSALS FOR EXPERT ADVISORY SERVICES AS PER THE ATTACHED STATEMENT OF WORK/EVALUATION CRITERIA. PERIOD: APRIL 1, 2014 - MARCH 31, 2015 PLUS TWO ONE-YEAR OPTION PERIODS	35035	35035	1	Each	\$	XXXXXXXXXXXX	See Herein	

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Solicitation No. - N° de l'invitation

35035-135002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

409zg

Client Ref. No. - N° de réf. du client

35035-135002

File No. - N° du dossier

409zg35035-135002

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include Pricing Schedule, Technical and Financial Criteria.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List and Non-Disclosure Agreement.

2. Summary

- 2.1 The Privy Council Office (PCO) has a requirement to provide expert advice and guidance to senior officials, including the Clerk of the Privy Council, the Deputy Clerk and other Deputy Ministers, in support of the work of the Prime Minister's Advisory Committee on the Public Service. The contractor will perform a range of functions all involving interactions at the most senior level of the Public Service, private, not for profit and academic sectors.

The period of the contract will be for one year with an additional two 1 year option periods. The anticipated level of effort required by the contractor over the period of the contract is approximately 20 working days (based on a 7.5 hours per day).

Most of the work will be carried out from the contractor's quarters but some of the work, such as meetings, will be carried out within the National Capital Region. The contractor may be required to travel to other locations across Canada.

- 2.2** There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, and Part 7 - Resulting Contract Clauses. 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 web site.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. 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) calendar days.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to PWGSC by electronic mail will not be accepted.

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

3. Former Public Servant

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 spending 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.

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 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 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;
- b) date of termination of employment or retirement from the Public Service.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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 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; and
 g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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 three (3) 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.

6. Basis for Canada's Ownership of Intellectual Property

Privy Council Office has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following ground:

where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

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 2 hard copies;
 Section III: Certifications 1 hard copie; and

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; and
- (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-fra.html>).

To assist Canada in reaching its objectives, bidders should :

- 1) use 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Substantiation of Technical Compliance: The technical bid must substantiate the compliance of the Bidder with the specific articles of Annex A (Statement of Work). The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

Where the bid must include a description of previous similar projects:

- (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder);
- (ii) a project must have commenced by the bid closing date;
- (iii) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given category.

Résumés for Proposed Resources: The technical bid must include résumés for the resources identified in Annex "A" the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described in Attachment 1 to Part 4 (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.

For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing.

For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.

For work experience, PWGSC will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative programme at a post secondary institution.

For any requirements that specify a particular time period (e.g. 2 years) of work experience, PWGSC will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).

For work experience to be considered by PWGSC, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

For all projects provided a description of the project must be given, including who the client was, and must demonstrate how the individual's work on the completed project relates to the individual's ability to contribute to successfully providing the services required by this RFP.

Customer Reference Contact Information: When requested by PWGSC, the Bidder must provide 2 customer references. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or/and e-mail address (unless this individual does not have an e-mail address) for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.3 When preparing their financial bid, bidders should review the basis of payment in Annex B clause 1.2, Financial Evaluation, of Part 4.
- 1.4 The price included in the pricing schedule detailed in Attachment 1 to Part 3 exclude travel and living expenses: the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside 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/>
- 1.5 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

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation.

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

For Part 2, article 3, Former Public Servant: the required answer to each question and, as applicable, the required information for Part 6, article 1, Security Requirement:

- the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; and
- the address(es) containing the information below of proposed location(s) of work performance or document safeguarding.

Address:

Street Number / Street Name, Unit / Suite / Appartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed daily rate (in Cdn \$) for each of the resource categories identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be 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. travel between the successful bidder's place of business and the NCR; and
- c. 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.

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.

INITIAL CONTRACT PERIOD (To be determined at time of contract award)			
Category of Personnel	Estimated Number of Days (A)	Firm Per Diem Rate (B)	Total Cost (AxB)
Expert Advisor	20	\$	\$

OPTION PERIOD 1 (To be determined at time of contract award)			
Category of Personnel	Estimated Number of Days (A)	Firm Per Diem Rate (B)	Total Cost (AxB)
Expert Advisor	20	\$	\$

OPTION PERIOD 2 (To be determined at time of contract award)			
Category of Personnel	Estimated Number of Days (A)	Firm Per Diem Rate (B)	Total Cost (AxB)
Expert Advisor	20	\$	\$

NOTE: Fixed Daily Rate is based on 7.5 work hours per day.

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 Canada will evaluate the bids.
- (c) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (d) If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (e) Canada will issue only one (1) Contract in response to this RFP.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4. The bidder must provide the necessary documentation to demonstrate compliance with this requirement. Submissions that do not meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero. Submissions that meet all mandatory technical criteria will be evaluated and will be graded according to what is shown in Attachment 1 to Part 4.

Submissions that do not get the minimum number of points indicated will be declared non-responsive. Each technical criteria should be addressed separately.

1.2 Financial Evaluation

1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

Bidders must submit their financial bid in accordance with the Basis of Payment, Annex "B". The total amount of the Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

In the event that more than one (1) proposal receives the same Total Score, of those proposals the proposal with the lower Price (Financial Score) will be considered to represent Best Value and will be recommended for Contract Award.

2. Basis of Selection

Bidders should note that all contract awards are subject to Canada's internal approval process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

Lowest Evaluated Price Per Point

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;

- (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 2. Bids not meeting (a) or (b) or (c) will be declared nonresponsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated prices will necessarily be accepted.
- 3. The evaluated price per point of a responsive bid will be determined by dividing its evaluated price by the overall score it obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4.
- 4. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. In the event two or more responsive bids have the same lowest evaluated price per point, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

ATTACHMENT 1 to PART 4 TECHNICAL AND FINANCIAL CRITERIA

MANDATORY REQUIREMENTS AND POINT RATED CRITERIA

In order to receive consideration by the Privy Council Office (PCO), proposals **MUST** respond to the following mandatory requirements. **Any proposal which fails to indicate clearly that all mandatory requirements will be met will receive no further consideration.**

The offer must meet the mandatory technical criteria specified below. the Bidder must provide documentation to ensure compliance with this requirement. Proposals that do not meet the mandatory technical criteria will be declared nonadmissible. Each mandatory technical criterion should be treated separately. Each offer will be reviewed for compliance with the mandatory requirements of the application submissions. All elements of the bid solicitation that are mandatory requirements specifically with the terms "must" or "mandatory". Submissions that do not comply not all the mandatory requirements will be deemed non-responsive and will be disqualified.

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

Reference Checks: For reference checks, Upon request the Bidder shall supply Canada with two contact references in order of preference. Canada will conduct the reference check in writing by email (unless the contact at the reference is only available by telephone). Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. On the third working day after sending out the mails, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. Should the Bidder determine that the reference is no longer available (i.e. on leave, sick, etc.) they shall inform the PWGSC Contracting Officer who will then conduct the reference check with the second contact provided. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will not be allocated if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted

No.	Mandatory Requirement	Cross Reference to Proposal/Resume	Compliant (Yes/No)
M1	The proposed resource MUST have 10 or more years experience, prior to bid closing, in advising Assistant Deputy Minister and Deputy Minister level positions in a federal government central agency (i.e. Privy Council Office, Department of Finance, or the Treasury Board Secretariat) on Government of Canada programs and services, and/or departmental corporate services (e.g. HR, Finance, IT, etc).		
M2	The proposed resource MUST have 10 or more years experience, prior to bid closing, in advising federal Ministers on Government priorities and issues, and collaborating with the Assistant Deputy Minister and Deputy Minister Communities on a regular basis (i.e. on average at least monthly), as well as with the senior leader counterparts of stakeholders and partner organizations in other sectors.		
M3	The proposed resource MUST have acquired, through a minimum of 5 years experience, prior to bid closing, strategic insight into the organization of government, the reform and renewal of the public service. That is, knowledge of the structure of the Government of Canada and its operations, and expertise in HR management as well as on business transformation in order to provide strategic, targeted and practical advice on how to achieve improvements in these areas. The proposed resource will need to document the type of advice provided and the scope of improvement achieved.		
M4	The proposed resource MUST have a minimum of 5 years experience and an understanding of human resource issues within the public service context, prior to bid closing, in working on federal government lines of business (i.e. in supporting the smooth operation and delivery of Government of Canada program(s) and/or service(s)), and		

	providing policy and organizational advice in this area.		
M5	The proposed resource MUST have a minimum of 5 years experience, prior to bid closing, in the implementation of strategic initiatives (i.e. initiatives identified as a priority for the Government of Canada or one of its departments/agencies) and in collaborating with many leaders from the private sector, non-profit organizations, academia and the public sector.		
M6	The proposed resource MUST have a minimum of 5 years experience, prior to bid closing, in chairing or facilitating meetings and in reporting on the outcomes of those meetings and/or preparing annual reports.		

PROPOSALS THAT DO NOT MEET ANY OR ALL OF THE MANDATORY REQUIREMENTS WILL NOT BE GIVEN ANY FURTHER CONSIDERATION.

Point-Rated Criteria

In order to qualify for the rating process, proposals **MUST** respond to the following rated requirements. Proposals **MUST** receive a minimum technical rating of 75% (75 out of 100) on the point-rated criteria in order to be evaluated on the basis of their Financial Proposal. Bidders who fail to achieve the above technical pass mark will not be considered further by PCO.

All project references and personal references may be checked for accuracy and applicability.

The Bidder may use cross-referencing where applicable.

No.	Rated Requirement	Point Rated Evaluation Criteria	Max. Points Available	Bidder Score
R1	The Bidder shall indicate the amount of experience, in months that the proposed resource has acquired for each of the mandatory requirements M1 and M2 .	<p>Points per Criteria as noted or 0; no partial points;</p> <p>20 points = Over 15 years of relevant experience in the specified area;</p> <p>15 points = Over 13 up to 15 years of relevant experience in the specified area;</p> <p>10 points = 10 to 13 years of relevant experience in the specified area required to meet the minimum mandatory experience qualifications.</p> <p>0 points = no relevant experience in the specified required to meet the minimum mandatory experience qualifications.</p>	40	
R2	The Bidder shall indicate the amount of experience, in months that the proposed resource has acquired for each of the mandatory requirements M3 to M6 .	<p>Points per Criteria as noted or 0; no partial points;</p> <p>15 points = Over 10 years of relevant experience in the specified area;</p> <p>10 points = Over 7 to 10 years relevant experience in the specified area;</p> <p>5 points = 5 to 7 years of relevant experience in the specified area required to meet the minimum mandatory experience qualifications;</p> <p>0 points = no relevant experience in the specified required to meet the minimum mandatory experience qualifications.</p>	60	
Maximum Technic Points			100	
Minimum Pass Mark (75%)			75	
Bidder's Technical Score			/100	

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. Certifications Precedent to Contract Award

1.1 Integrity Provisions - Associated Information (Attachment 2 to part 5)

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Standard Instructions 2003. The associated information required with the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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 "http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml" FCP Limited Eligibility to Bid" list

(http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from

"[Http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)"

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

"http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml"

FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the

"http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml"

FCP Limited Eligibility to Bid” , list during the period of the Contract.

the certification relative to the Federal Contractors Program for Before contract award, the Bidder must provide the Contracting Authority with employment equity included in Attachment (insert number: _____) to Part 5, Certifications Precedent to Contract Award, completed in accordance with the instructions provided.

1.3 Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

ATTACHMENT 1 to PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

Insert the date: **Date:**____(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

The Bidder must complete A and B.

A. The Bidder must include in the certification one of the following statements:

A1. The Bidder is not a Joint Venture.

Or

A2. The Bidder is a Joint venture.

B. The Bidder must include in the certification: "I, the Bidder, submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated above. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract."

For A1, the Bidder must include in the certification: "The Bidder:" followed by the applicable statement among the statements B.1 to B.5 appearing below.

For A2: the Bidder must include in the certification for each member of the Joint Venture: 1) "I, [insert the name of the member of the Joint Venture], member of the Joint Venture: " followed by the applicable statement among the statements B.1 to B.5 appearing below.

Choose only one of the following statements:

B1. certifies having no work force in Canada.

B2. certifies being a public sector employer.

B3. certifies being a "<http://www.labour.gc.ca/eng/regulated.shtml>"federally regulated employer being subject to the "<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/>"Employment Equity Act.

B4. certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

B5. certifies having a combined workforce in Canada of 100 or more employees; and

B5.1. certifies already having a valid and current "<http://www.servicecanada.gc.ca/cgi-bin/search/efrms/index.cgi?app=prfl&frm=lab1168&ln=eng>" Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

Or

B5.2. certifies having submitted the "<http://www.servicecanada.gc.ca/cgi-bin/search/efrms/index.cgi?app=prfl&frm=lab1168&ln=eng>" Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition precedent to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

For further information on the Federal Contractors Program for Employment Equity visit

"http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml"

"[Http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)" website.

2. 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.

3. 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.

Solicitation No. - N° de l'invitation

35035-135002/A

Amd. No. - N° de la modif.

File No. - N° du dossier

409zg35035-135002

Buyer ID - Id de l'acheteur

409zg

Client Ref. No. - N° de réf. du client

35035-135002

CCC No./N° CCC - FMS No/ N° VME

ATTACHMENT 2 to PART 5 INTEGRITY PROVISIONS

Code of Conduct Board of Directors

Adresse de courriel / E-mail Address:
Direction générale / Branch: DIRECTON GÉNÉRALE DES APPROVISIONNEMENTS / ACQUISITIONS BRANCH
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN
Numéro de la demande d'offre à commandes/ Solicitation Number
Membres du conseil d'administration (Utilisez le format - Prénom Nom) / Board of Directors (use format – first name last name)
1. Membre / Director
2. Membre / Director
3. Membre / Director
4. Membre / Director
5. Membre / Director
6. Membre / Director
7. Membre / Director
Autres Membres / Additonal Directors
Commentaires supplémentaires / Additional Comments:

PART 6 - SECURITY

1. Security Requirement

1.1 Before award of a contract, 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;
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7- Resulting Contract Clauses; and
- (e) the Bidder must provide the address(es) containing the information below of proposed location(s) of work performance or document safeguarding.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

If the information is not provided in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.3 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 in Annex A.

1.1 Destination of Services

Business Transformation & Renewal Secretariat
Privy Council Office
55 Metcalfe Street, Rm 1526
Ottawa, Ontario K1A 0A3
Government of Canada

2. Standard Clauses and Conditions

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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

2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Non-Disclosure Agreement (A19126C)

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

3. Security Requirement

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Facility Security Clearance at the level of SECRET**, with approved **Document safeguarding at the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), 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 CISC/PWGSC.
3. The Contractor **MUST NOT** remove any **CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISC/PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex C.
 - (b) *Industrial Security Manual* (Latest Edition).

3.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date the information related to the Contractor's site or premises where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

4. Term of Contract

4.1 Period of the Contract

Period of the Contract: The period of the Contract is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) the "Initial Contract Period", which begins on the date the Contract is awarded to March 31, 2016; and
- (ii) the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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 2 additional 1 year period(s) 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 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.

4.3 Termination on Thirty Days Notice

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.
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:

Name: Deborah Perkins
Title: Supply Team Leader
Professional Services Procurement Directorate (PSPD)
Place du Portage, Phase III, Tower C, 10th Floor
11 Laurier Street
Gatineau, QC
K1A 0S5

Telephone: 819-956-8656

E-mail: deborah.perkins@pwgsc.gc.ca

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 (to be provided at contract award)

The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:

Telephone:

Facsimile:

E-mail address:

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

Notice to the Bidder: *If the selected Bidder provided (in accordance with the article 3 of Part 2) information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, the full text of SACC Manual clause A3025C (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants, will form part of the Contract as article 6, and the articles below will be renumbered accordingly.*

6. Payment

6.1 Basis of Payment

6.1.1 Limitation of Expenditures

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.1.2 Limitation of Expenditures- Authorized travel and living expenses for Work performed outside the National Capital Region (NCR) only

For the requirements relative to travel described in section 8 of the Statement of Work in Annex A.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive ; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duty are included and Applicable Taxes are extra.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a. Any relocation of resources required to satisfy the terms of the Contract.

6.2 Canada's Total Liability

1. For the Work described in sections 4 and 5 of the Statement of Work in Annex A:

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount of the limitation of expenditure 6.1.1*). Customs duties are included 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.

6.3 Method of Payment

6.3.1 Monthly Payment

Canada will pay the Contractor upon receipt of 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;
- (c) the Work performed has been accepted by Canada

6.4 Time Verification

C0711C (2008-05-12), Time Verification

6.5 Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7. 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;
- (d) a copy of the monthly progress report.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the **"FCP Limited Eligibility to Bid"** list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. *(insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)*

10. 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 general conditions 2035 (25/09/2014), General Conditions - Higher Complexity - Services;
- (c) Annex A Statement of Work;
- (d) Annex B Basis of Payment;
- (e) Annex C Security Requirements Check List;
- (f) Annex D Non Disclosure Agreement;
- (g) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, or both insert at time of contract award, as applicable: " as clarified on _____ " "and" " , as amended on _____ " and insert the applicable date(s))*

11. Foreign Nationals

11.1 SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

11.2 SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

12. Insurance

SACC Manual clause G1005C (2008-05-12), Insurance

13. Representations and Warranties

The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and at all times during the Contract Period will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor has previously performed similar services for other customers.

14. Safeguarding Electronic Media

Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

ANNEX A STATEMENT OF WORK

1. TITLE

Expert Advisory and facilitation services to the Privy Council Office on the Prime Minister's Advisory Committee on the Public Service, and to members of the Committee.

2. OBJECTIVE

The objectives of the service contract is to provide expert advice, facilitation and guidance to Committee members and to senior officials, including the Clerk of the Privy Council, the Deputy Clerk and other Deputy Ministers, in support of the Committee's role and its work.

3. BACKGROUND

This Advisory Committee of eminent Canadians was established by the Prime Minister in 2006 to advise him and the Clerk of the Privy Council on the renewal and future development of the Public Service of Canada. The main objective of the Advisory Committee is to help shape a national institution, geared to excellence, which is distinguished by highly-engaged and highly-skilled people performing critical tasks with professionalism and efficiency that rivals any organization anywhere.

Given the stature of the Committee, the personal involvement of the Prime Minister, and the priority that the Clerk and Deputy Clerk accord to the Committee's work, there is a requirement to bring in a contractor with significant experience in interacting with very senior and learned individuals and for this experience to be combined with expertise in both human resources management in the Public Service and in the business of government at a strategic level. It is also very important for the Committee members, as well as the Prime Minister and the Clerk, to have the utmost confidence in the depth of the experience and expertise that will be brought to bear in designing and guiding the discussions of the Committee, and that will assist them in reaching informed conclusions and consensus on their areas of focus and observations.

This contract requires experience, expertise (as described above), a solid record of credible work done at this level, abilities in designing and guiding senior level discussions, significant diplomacy in reconciling strongly held and sometimes divergent viewpoints presented by eminent individuals, the cognitive capacity and interpersonal attributes to support Committee members in making strategic linkages amongst issues, and a high level of judgment, discretion, and knowledge in supporting the Committee in crystallizing its collective views while always being conscious of the need to work within the parameters of the Committee mandate.

4. SCOPE OF WORK

The contractor must perform a range of functions all involving interactions at the most senior level of the Public Service, private, not for profit and academic sectors. Key functions to be undertaken by the contractor include:

-
- 4.1 Providing advice, guidance and support to the members of the Committee, who are all external to the Government of Canada;
 - 4.2 Providing advice, guidance and support at the most senior levels of the Public Service, including senior officials of the Privy Council Office and other central agencies, with respect to Advisory Committee meetings and teleconferences (on proposed approaches to be adopted, substantive agendas and design of discussions, etc.);
 - 4.3 Participating in meetings and teleconferences with senior officials of the Privy Council Office as required in the lead-up and follow-up to meetings and teleconferences, including providing editorial advice on preparatory and resulting materials with respect to meetings and teleconferences;
 - 4.4 Participating in discussions with the Clerk, Deputy Clerk and other Deputy Ministers as well as with the Committee Co-Chairs to help design their discussions;
 - 4.5 In designing Committee discussions over time, ensuring appropriate linkages are made so that the Committee's Annual Report must be of appropriate strategic and informed value when submitted to the Prime Minister;
 - 4.6 Providing assistance in identifying expert resource people at a very senior level (e.g. Deputy Ministers, recognized academics, public policy leaders of Think Tanks) to meet with the Committee;
 - 4.7 Assisting expert resource people in understanding their interventions with the Committee (e.g. explain the expected information they are to provide, discuss key messages and products to deliver to Committee) and make the linkages amongst a number of key resource people;
 - 4.8 Managing and facilitating the Committee meetings by holding preparatory discussions with the Co-Chairs in advance, facilitating the Committee discussions including strategic positioning of expert resource people, identifying follow-up steps, and using judgement, discretion and diplomacy to support the Committee in progressing through discussions on complex issues;
 - 4.9 Preparing and/or advising PCO staff in the preparation of Committee documents (e.g. the Committee's Annual Report, supporting documentation for meetings);
 - 4.10 Providing comments, suggestions, guidance on written materials issued by the Committee;
 - 4.11 Provide strategic advice to senior Privy Council Office officials on the themes for the Committee's Annual Report and any other relevant publication.

5. DELIVERABLES

The contractor must:

- 5.1 Provide expert advisory services to the Privy Council Office with respect to upcoming face to face meetings and teleconferences of the Prime Minister's Advisory Committee on the Public Service;

-
- 5.2 Facilitate and manage meetings and teleconferences of the Prime Minister's Advisory Committee on the Public Service, which meets three times a year and holds teleconference calls as needed;
- 5.3 Participate in meetings with senior officials of the Privy Council Office in the lead-up and follow-up to meetings and teleconferences, as needed;
- 5.4 Prepare and/or provide comments on written material (e.g. the Committee's Annual Report, supporting documentation for meetings); and
- 5.5 Provide follow-up advice.

6. LEVEL OF EFFORT

The anticipated level of effort required by the contractor over the period of the contract is approximately 20 working days.

7. LANGUAGE REQUIREMENT

The contractor must be fluent in both official languages (English and French).

8. LOCATION OF WORK

Most of the work will be carried out from the contractor's quarters but some of the work, such as meetings, will be carried within the National Capital Region. The contractor may be required to travel to other locations across Canada; such travel will be subject to the National Joint Council Travel Directive.

ANNEX B BASIS OF PAYMENT

A- Contract Period: From date of Contract to 31 March 2016)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees during the Initial and Optional periods

The Contractor will be paid all inclusive fixed time rates as follows:

INITIAL CONTRACT PERIOD (To be determined at time of contract award)			
Category of Personnel	Estimated Number of Days (A)	Firm Per Diem Rate (B)	Total Cost (AxB)
Expert Advisor	20	\$	\$


OPTION PERIOD 1 (To be determined at time of contract award)			
Category of Personnel	Estimated Number of Days (A)	Firm Per Diem Rate (B)	Total Cost (AxB)
Expert Advisor	20	\$	\$

OPTION PERIOD 2 (To be determined at time of contract award)			
Category of Personnel	Estimated Number of Days (A)	Firm Per Diem Rate (B)	Total Cost (AxB)
Expert Advisor	20	\$	\$

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

ANNEX C
SECURITY REQUIREMENTS CHECK LIST

①

 Government of Canada Gouvernement du Canada	<div>Contract Number / Numéro du contrat 35035-135002</div> <div>Security Classification / Classification de sécurité</div>
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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 Privy Council Office	2. Branch or Directorate / Direction générale ou Direction Senior Personnel, Business Transformation and Renewal	
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 Providing expert advisory services to senior Privy Council Office officials in support of the role and work of the Prime Minister Advisory Committee on the Public Service of Canada. The contractor will also provide advice and guidance to the Committee members, who are all external to the Government of Canada.		
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 <input type="checkbox"/> Yes		
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 <input type="checkbox"/> Yes		
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? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (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)		
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
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 <input type="checkbox"/> Yes		
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 checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays: <input type="text"/>	Specify country(ies) / Préciser le(s) pays: <input type="text"/>	Specify country(ies) / Préciser le(s) pays: <input type="text"/>
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

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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 :

☒ No
Non
 ☐ Yes
Oui

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

☐ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☒ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ 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 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?

☒ No
Non
 ☐ Yes
Oui

☒ 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/SC 350-103(2004/12)

Security Classification / Classification de sécurité

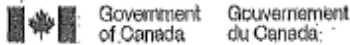
Canada

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PART C - (continue) / 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			
				CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très Secret		NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC Très Secret	PROTECTED PROTÉGÉ			TOP SECRET Très Secret
	A	B	C									A	B	C	
Information / Assets Renseignements / Éléments															
Production															
IT Media / Support IT															
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Hélène Nadeau		Title - Titre Director - Senior Personnel, BTRS	Signature <i>H. Nadeau</i>
Telephone No. - N° de téléphone 613 957-5358	Facsimile No. - N° de télécopieur 613 952-4824	E-mail address - Adresse courriel helene.nadeau@pco-bcp.gc.ca	Date 2/10/2013
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Jean-Philippe Caron		Title - Titre Director of Security Operations	Signature <i>J. P. Caron</i>
Telephone No. - N° de téléphone 613 957-5363	Facsimile No. - N° de télécopieur 613 952-6780	E-mail address - Adresse courriel j.caron@pco-bcp.gc.ca	Date
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
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Pierre Rocan		Title - Titre Supply Specialist	Signature <i>P. Rocan</i>
Telephone No. - N° de téléphone 819-956-1374	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel pierre.rocان@pco-bcp.gc.ca	Date 29 Nov 2013
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

ANNEX D

NON-DISCLOSURE AGREEMENT

I _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 35035-135002 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Privy Council Office, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: 35035-135002.

Signature

Title

Date