



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

Department of Justice Canada
Finance and Planning Branch
Attention: Kayla Pordonick
Kayla.Pordonick@justice.gc.ca

Ministère de la Justice Canada
Direction générale des finances et de la planification
Attention : Kayla Pordonick
Kayla.Pordonick@justice.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

Proposal To: Department of Justice 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 thereof.

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

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

Proposition au : Ministère de la Justice 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-annexées, au(x) prix indiqué(s).

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

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

Title – Sujet	
Personal Support Workers (PSW) - Department of Justice Canada (JUS)	
Solicitation No. – N° de l'invitation	Date
1000024369	December 18, 2017
Client Reference No. – N° référence du client	
1000024369	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Standard Time (EST)
on – le January 18, 2018	Heure Normale de l'Est (HNE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
Kayla Pordonick	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
Kayla.Pordonick@justice.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Vancouver, British Columbia	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 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 AND ADDITIONAL INFORMATION:

includes the certifications and additional information to be provided;

PART 6 – SECURITY REQUIREMENTS:

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 Annexes include:

- Statement of Work,
- Basis of Payment,
- Security Requirements Checklist,
- Integrity Regime Verification Form
- Non-Disclosure Agreement

1.2 Summary

1.2.1 The Department of Justice Canada (JUS) has a requirement for the services of one (1) PSW to help an employee. The Contractor must provide the services of a qualified PSW to attend to the needs of the employee with disabilities at the British Columbia Regional Office (BCRO), located in Vancouver. The PSW must provide care aide services Monday to Friday (minimum of 4 hours per day and not exceeding 7.5 hours per day) between the hours of 8:30 a.m. to 6:00 p.m. The start and end times may vary slightly from day to day depending on the type of rotation the employee is on and the rotation's operational requirements. A Backup PSW will also be required on an as needed basis only, should the main PSW not be available for short absences (due to vacation or illness). The Backup PSW shall provide the same care aide services as would be required from the PSW.

The period of the Contract is from March 1, 2018 to June 29, 2018 inclusive with five (5) additional one (1) year option periods.

1.2.2 There are security requirements associated with this requirement. For additional information, consult *Part 6 - Security, Financial and Other Requirements*, and *Part 7 - Resulting Contract Clauses*. For more information on personnel and organization security screening or security clauses, bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The *2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22>) are incorporated by reference into and form part of the bid solicitation.

Section 05, *Submission of Bids*, subsection 4, of *2003 Standard Instructions - Goods or Services - Competitive Requirements*, incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted BY EMAIL ONLY to the Contracting Authority (Kayla.Podonick@jusitce.gc.ca) by the date and time indicated on page 1 of the bid solicitation.

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

Bidders must submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid: One (1) soft copy by email
- Section II: Financial Bid: One (1) soft copy by email
- Section III: Certifications: One (1) soft copy by email
- Section IV: Additional Information: One (1) soft copy by email

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

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

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

Section I: Technical Bid

- I1 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.
- I2 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.

Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with *Part 4 - Evaluation Procedures and Basis of Selection, 4.1.2, Financial Evaluation*.

Section III: Certifications

- III1 Bidders must submit the certifications and additional information required under Part 5, including the attachments to Part 5.
- III2 Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Section IV: Additional Information

IV1 Bidder's Proposed Individuals Requiring a Security Clearance

As indicated in *Part 6 - Security Requirement*, the Bidder must provide the required information below, on the proposed individuals who will perform work under this Contract, who require access to classified or protected information or assets.

Full Name (as it appears on the Security Clearance)	Security Screening Certificate and Briefing Form File Number	Level of Security Obtained and Expiry Date
Personal Support Worker:		
Backup Personal Support Worker:		

The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in *Part 6 – Security Requirements*.



IV2 **Bidder Information**

The Bidder must include the following information in their 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.

IV3 **Payment of Invoices by Credit Card**

Canada requests that Bidders complete one of the following:

- () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.
The following credit card(s) are accepted: Master Card
- () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

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

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

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

- 4.1.2.2 The volumetric data included in the pricing schedule detailed in *Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule* are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee. Their inclusion in this pricing schedule 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.

4.2 BASIS OF SELECTION

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



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1 Mandatory Technical Criteria

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

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

No.	Mandatory Technical Criteria	Cross Reference to Proposal (Page #)
M1	The Bidder must propose a Personal Support Worker and a Backup Personal Support Worker who each have a minimum of two (2) years' experience working as a personal support worker. In order to comply with M1, a CV for each proposed individual must be provided.	
M2	The proposed Personal Support Worker and Backup Personal Support Worker must each be certified from an accredited institution as a Personal Support Worker. In order to comply with M2, a copy of the certification for each proposed individual must be provided.	
M3	The proposed Personal Support Worker and Backup Personal Support Worker must each be certified in First Aid and CPR. In order to comply with M3, a copy of the valid certifications for each proposed individual must be provided.	
M4	The proposed Personal Support Worker and Backup Personal Support Worker must each have experience providing care aid services for a person/persons confined to a wheelchair.	



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

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

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

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

- (a) all travel and living expenses for work performed within the Vancouver Metropolitan Area (VMA). The VMA is defined as: bounded on the west by the Strait of Georgia, on the south by the USA border and by a north-south line from Lions Bay to Abbotsford.
- (b) any travel expenses for travel between the Contractor’s place of business and the VMA; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

	Resources	A All-inclusive Fixed Per-Diem Rate	B Volumetric Data (For Evaluation Purposes Only)	C Total (A x B)	
1	Initial Period: March 1, 2018 to June 29, 2018				
	Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	80 days	[\$Insert amount]	C1
2	Option Period 1: June 30, 2018 to June 29, 2019				
	Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	240 days	[\$Insert amount]	C2
3	Option Period 2: June 30, 2019 to June 29, 2020				
	Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	240 days	[\$Insert amount]	C3
4	Option Period 3: June 30, 2020 to June 29, 2021				
	Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	240 days	[\$Insert amount]	C4
5	Option Period 4: June 30, 2021 to June 29, 2022				
	Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	240 days	[\$Insert amount]	C5
6	Option Period 5: June 30, 2022 to June 29, 2023				
	Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	240 days	[\$Insert amount]	C6
BID EVALUATION PRICE (C1 + C2 +C3 + C4 + C5 + C6):				[\$Insert amount]	
Taxes (insert tax amount, as applicable):				[\$Insert amount]	
Total Cost:				[\$Insert amount]	

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the *Forms for the Integrity Regime* website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled *Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder should complete and return the Integrity Regime Verification Form attached in Annex D with the bid.

5.2.2 Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "*FCP Limited Eligibility to Bid*" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Former Public Servant

A duly completed *Attachment 1 to Part 5 - Information on Former Canadian Public Servant* should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.



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

A duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant** should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

A. Definitions

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

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

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

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

B. Former Public Servant in Receipt of a Pension

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

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

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

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

C. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS

Additional Certifications

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

A. Status and Availability of Resources

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

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

B. 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.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

- 6.1.1 At the date of bid closing, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in *Part 7 - Resulting Contract Clauses*;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 6.1.2 For additional information on security requirements, bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

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

CONTRACT SPECIFICATIONS

1. STATEMENT OF WORK

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

2. STANDARD CLAUSES AND CONDITIONS

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

3. SECURITY REQUIREMENTS

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply 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, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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 SECRET, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED/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 CISD/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).

3.1.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

4. TERM OF CONTRACT

4.1 PERIOD OF THE CONTRACT

The period of the Contract is from March 1, 2018 to June 29, 2018 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 five (5) 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 ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 TERMINATION ON THIRTY DAYS' NOTICE

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



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

5. AUTHORITIES AND SPECIFIC PERSONS

5.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:
Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-301-9709
E-mail address: Kayla.Pordonick@justice.gc.ca

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

5.2 PROJECT / TECHNICAL AUTHORITY (TO BE COMPLETED AT CONTRACT AWARD)

The Project / Technical Authority for the Contract is:
Name: _____
Title: _____
Department of Justice
Address: _____
Telephone: ___ - ___ - ____
E-mail address: _____

The Project / Technical 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 / Technical Authority, however the Project / Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 CONTRACTOR'S REPRESENTATIVE (TO BE COMPLETED AT CONTRACT AWARD)

Name: _____
Telephone: ___ - ___ - ____
E-mail address: _____

5.4 SPECIFIC PERSONS (TO BE COMPLETED AT CONTRACT AWARD)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Personal Support Worker: _____
- Backup Personal Support Worker: _____

6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (if applicable)

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

7. PAYMENT

7.1 BASIS OF PAYMENT



The Contractor will be paid firm per diem rates as specified in Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

7.2 LIMITATION OF EXPENDITURE

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. **(to be completed at contract award)** Customs duties are included and Applicable Taxes are extra.

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% committed, or
- b. four 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.

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 PRE-AUTHORIZED TRAVEL AND LIVING EXPENSES

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/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

Estimated Cost: \$ _____ **(to be completed at contract award)**

7.3.1 Canada will not accept any travel and living expenses for:

- (a) Work performed within the Vancouver Metropolitan Area (VMA). The VMA is defined as: bounded on the west by the Strait of Georgia, on the south by the USA border and by a north-south line from Lions Bay to Abbotsford.
- (b) Any travel between the Contractor's place of business and the VMA; and
- (c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm rates for professional fees specified in 7.1, *Basis of Payment*.

7.4 METHOD OF PAYMENT

7.4.1 Monthly Payment

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

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

7.4.2 Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in [2035, General Conditions - Higher Complexity - Services](#) (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the *Direct Deposit Enrolment Form* (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.



It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in [2035, General Conditions - Higher Complexity - Services](#) (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.4.3 Payment by Credit Card (if applicable)

The following credit card is accepted for invoices that do not exceed \$10,000.00, including applicable taxes: MasterCard.

7.4.4 Time Verification

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

8 INVOICING INSTRUCTIONS

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

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed (certified correct by the Employee and signed off by the Project/Technical Authority); and, if required
- b) a copy of the invoices, receipts, vouchers for all travel and living expenses.

8.2 Invoices must be distributed as follows (***to be completed at contract award***):

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

9 CERTIFICATIONS AND ADDITIONAL INFORMATION

9.1 COMPLIANCE

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

10 APPLICABLE LAWS (***to be completed at contract award***)

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

11 PRIORITY OF DOCUMENTS

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035, General Conditions - Higher Complexity - Services](#) (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Integrity Regime Verification Form;
- (g) Annex E, Non-Disclosure Agreement; and



(h) the Contractor's bid dated _____ **(to be completed at contract award)**.

12 ENVIRONMENTAL CONSIDERATIONS

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

12.1 ENVIRONMENTAL PROPERTIES BEHAVIOUR RECOMMENDED

12.1.1 Paper consumption:

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

12.1.2 Travel requirements:

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

13 INSURANCE- NO SPECIFIC REQUIREMENT

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.

14 REPLACEMENT OF SPECIFIC INDIVIDUALS

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.

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.

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

15 NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



16 NON-DISCLOSURE AGREEMENT

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



ANNEX A STATEMENT OF WORK

1	<p>TITLE</p> <p>Personal Support Workers – Department of Justice Canada</p>
2	<p>TERMINOLOGY</p> <p>JUS – The Department of Justice Canada</p> <p>BCRO – British Columbia Regional Office</p> <p>PSW - Personal Support Worker</p> <p>Backup PSW - Replacement PSW who provides care aide to the employee should the main PSW not be available</p>
3	<p>OBJECTIVE</p> <p>JUS requires the services of one (1) PSW to help an employee. The Contractor must provide the services of a qualified PSW to attend to the needs of the employee with disabilities at the British Columbia Regional Office (BCRO), located in Vancouver. The PSW must provide care aide services Monday to Friday (minimum of 4 hours per day and not exceeding 7.5 hours per day) between the hours of 8:30 a.m. to 6:00 p.m. The start and end times may vary slightly from day to day depending on the type of rotation the employee is on and the rotation’s operational requirements.</p> <p>A Backup PSW will also be required on an as needed basis only, should the main PSW not be available for short absences (due to vacation or illness). The Backup PSW shall provide the same care aide services as would be required from the PSW.</p> <p>On occasion, there may be a requirement for the PSW or the backup PSW to work overtime (defined as the performance of work exceeding the 7.5 hour work day as described above). The employee will notify the PSW as early as possible, preferably one (1) days’ notice prior to the commencement of the overtime. The requirement for overtime will vary. Time worked will be prorated to reflect actual time worked in accordance with the formal defined in B1 of Annex B – Basis of Payment.</p>
4	<p>DESCRIPTION & SCOPE OF WORK</p> <p>4.1 Primary Functions</p> <p>PSW to assist an employee with a disability in performing:</p> <ul style="list-style-type: none"> • Activities of daily living in the workplace according to personal needs • Activities of daily work needs in the workplace according to job function. <p>PSW duties, during the hours of work, could include but may not be limited to the following:</p> <ul style="list-style-type: none"> • Assistance with personal needs (e.g., brushing teeth, combing hair, outerwear clothing, bathroom attendance, lifts and/or transfers, etc.) • Assistance with meals (e.g., set-up, feeding, purchasing lunch) • Assistance with transfers, and mobility activities as directed and escort duties as required during the hours of work (e.g., manipulation of clasps and lids, reaching or handling items, positioning wheelchair, etc.) • Assistance with transportation activities during work hours <p>Work Related duties, during the hours of work, could include but may not be limited to the following:</p> <ul style="list-style-type: none"> • Assistance with administrative support (e.g., assist with notetaking; manipulating documents; accessing files in filing cabinets); • Assistance with general office administration (photocopying, faxing and typing); • Set-up of workspace e.g., positioning of work related papers and materials • Ensuring functionality of technology is maintained (e.g., recharging batteries, etc.) • Attend meetings, where applicable <p>The PSW will be required to provide other similar services which cannot be foreseen as they will arise on a day-to-day basis.</p> <p>4.2 Travelling Duties</p> <p>Travel could include but may not be limited to the following:</p>



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

Where travel requires overnight stays, the PSW will be required to assist with the daily living duties of the employee which could include, but may not be limited, to the following:

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

In the event of travel, all the PSW's expenses for travelling will be incurred, as per the Treasury Board Travel Directive guidelines, and will be covered by JUS.

Prior approvals for travel with the PSW would be sought by JUS and the PSW would be given advance notice of travel.

4.3 Backup PSW Requirement

If for any reason, the PSW is not available for short absences (such as sick days or vacation), to perform any of the services stated in 4.1 or 4.2 above, the Contractor must provide a Backup PSW.

4.4 JUS Employee Absences

4.4.1 Due to Illness:

The JUS employee must notify the PSW by telephone of any absences due to illness, which will result in the PSW not being required. The JUS employee must notify the PSW as early as possible on the first day of absence, but no later than two (2) hours prior to scheduled start of work for that day, for absences due to illness.

4.4.2 Due to Vacation:

The JUS employee must notify the PSW by email of any absences due to scheduled vacation, which will result in the PSW not being required. The JUS employee will notify the PSW one (1) week in advance for absences due to scheduled vacation time where possible, but must notify the PSW no later than one (1) day prior to the day of vacation.

4.4.3 In case of absence without notification or with insufficient notification (less than two (2) hours before for illness or less than one day for vacation) for either 4.4.1 or 4.4.2 above, the PSW will be paid the equivalent of four (4) hours of work.

5 LANGUAGE REQUIREMENTS

The PSW and the Backup PSW must be fluent to read, write and communicate orally in English.

6 CONSTRAINTS AND EXPECTATIONS

The PSW and the Backup PSW must possess the following:

- Effective written and oral communication skills; and
- Good organizational skills.

The PSW and the Backup PSW will be expected to:

- Maintain a confidential working relationship;
- Follow oral and written instruction; and
- Conduct themselves in a manner befitting a professional office or legal environment.

The PSW and the Backup PSW must have working knowledge of:



- Disabilities and associated conditions;
- Signs and symptoms of common illnesses and conditions;
- First aid, safety and emergency procedures;
- Technical aids, assistive adaptive technology; and
- Common office equipment (e.g., photocopiers, fax machines, scanners, etc.)

7

LOCATION OF WORK

The PSW's services will be required at the Department of Justice Canada British Columbia Regional Office, located at 900-840 Howe Street, Vancouver, British Columbia, V6Z 2S9. Should the location be different for any reason, the PSW will be informed ahead of time of the change.



ANNEX B BASIS OF PAYMENT

B1

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

B2

In case of absence without notification or with insufficient notification (less than two (2) hours before for illness or less than one day for vacation) for either 4.4.1 or 4.4.2 of Annex A - Statement of Work, the PSW will be paid the equivalent of four (4) hours of work.

B3

The Contractor shall be paid the following firm all-inclusive per diem rate in Canadian funds, Applicable Taxes extra, as listed below, for work and services performed pursuant to this Contract.

Category	Firm All-Inclusive Per Diem Rate Initial Period: March 1, 2018 to June 29, 2018
Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ (to be completed at contract award)

B4

Subject to the exercise of the Contract options to extend the Contract period, the Contractor shall be paid the following firm all-inclusive per diem rates in Canadian funds, Applicable Taxes extra, as listed below, to complete all work and services required to be performed in relation to the Contract extension.

Category	Firm All-Inclusive Per Diem Rate Option Period 1: June 30, 2018 to June 29, 2019
Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ (to be completed at contract amendment to exercise option)

Category	Firm All-Inclusive Per Diem Rate Option Period 2: June 30, 2019 to June 29, 2020
Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ (to be completed at contract amendment to exercise option)

Category	Firm All-Inclusive Per Diem Rate Option Period 3: June 30, 2020 to June 29, 2021
Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ (to be completed at contract amendment to exercise option)



Category	Firm All-Inclusive Per Diem Rate Option Period 4: June 30, 2021 to June 29, 2022
Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ (to be completed at contract amendment to exercise option)

Category	Firm All-Inclusive Per Diem Rate Option Period 5: June 30, 2022 to June 29, 2023
Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ (to be completed at contract amendment to exercise option)



ANNEX C SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 100024369
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Justice Canada	2. Branch or Directorate / Direction générale ou Direction Management Sector, CHRPPS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Bayshore Home Health 555W 12th Ave., Vancouver BC V5Z 3X7	
4. Brief Description of Work / Brève description du travail The Department of Justice requires the services of one PSW (personal support worker) to help one of its employees; and another one to work as back up PSW in situations where the main PSW is unavailable.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	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"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED 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 / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / 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 : SECRET	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input checked="" type="checkbox"/> SECRET SECRET <input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

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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 CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	A		B	C	CONFIDENTIEL				TRÈS SECRET
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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



**ANNEX D
INTEGRITY REGIME VERIFICATION FORM**

The supplier should complete the Form and submit it precedent to contract award.*

Supplier's legal name:	
Organizational structure:	<input type="checkbox"/> corporate entity <input type="checkbox"/> privately owned corporation <input type="checkbox"/> sole proprietor
Bidder's address:	
Procurement Business Number (PBN):	

Directors / Owners *		
First Name	Last Name	Position (if applicable)

* Note:

- i. Suppliers, including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- ii. Privately owned corporations must provide the names of the owners of the corporation.
- iii. Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- iv. Suppliers that are a partnership do not need to provide a list of names.



ANNEX E 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. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Minister of Justice and Attorney General of Canada, 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.: _____

Signature

Date