

Canada

Department of Justice Ministère de la Justice Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Department of Justice Finance and Planning Branch attention: Mélanie Beauvais Lefort Email: melanie.beauvais-lefort@justice.gc.ca

Ministère de la Justice Direction générale des finances et de la planification Attention : Mélanie Beauvais Lefort Courriel: melanie.beauvais-lefort@justice.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Comments - Commentaires

Proposal To: Department of Justice

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

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

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

Proposition au : Ministère de la Justice

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

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

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

Request for Proposal | Demande de proposition 1000025251

Title – S						
Persona	al Supp	ort Workers	(PSW)			
Solicitation No. – N° de l'invitation Date						
1000025251				August 14, 2018		
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Signature

Date

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Annex E Commercial General Liability Insurance.....

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:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Checklist
- Annex D Integrity Regime Verification Form
- Annex E Commercial General Liability Insurance

1.2 Summary

1.2.1

The Department of Justice requires the services of Personal Support Workers (PSW) to address the needs of an employee in the Saskatoon regional office. An employee with a disability under the Employee Equity Program requires assistance from a PSW services supplier to access and leave the regional office premises in Saskatoon, as well as requiring assistance with the elevators and other personal care duties.

The attendant care services described above must be available anywhere between 8:00 am and 5:00 pm, five (5) days a week, for an average of four (4) to five (5) hours per day, with the possibility of occasional longer or shorter days, Monday through Friday, excluding federal government holidays. The exact weekly schedule will be provided in writing to the PSW at the latest on Friday by 5:00 pm for the following week. The PSW must be available according to the weekly schedule.

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 must provide the same care aide services as would be required from the PSW.

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 <u>Contract Security Program</u> of Public Works and Government Services Canada (<u>http://www.tpsgc</u>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 <u>Standard Acquisition</u> <u>Clauses and Conditions (SACC) Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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 <u>2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20)</u> 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 (melanie.beauvais-lefort@justice.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 Saskatchewan.

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 formatting;
- (b) use a numbering system that corresponds to the bid solicitation.

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.
- 12 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.
- II2 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

- 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
Primary Personal Support Worker:		
Backup Personal Support Worker:		

The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in *Part 6 – Security Requirements*.

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).

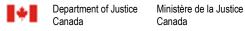
Failure or refusal to provide a price or rate for any item in *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule* shall be considered as failing to meet a mandatory requirement of the RFP and, therefore, the Bidder's proposal shall be given no further consideration.

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 Primary 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 the last ten (10) years at the RFP closing date. In order to comply with M1, a CV for each proposed resources must be provided and must include, as minimum, the following information:	
	 Name of the client for each experience Start date and end date of each experience Brief description of each experience 	
M2	The proposed Primary Personal Support Worker and Backup Personal Support Worker must each be certified from an accredited institution as a Personal Support Worker. Canada may request proof of Certification during the technical evaluation for validation purpose if not provided with the bid.	
M3	The proposed Primary Personal Support Worker and Backup Personal Support Worker must each be certified in First Aid and Cardiopulmonary resuscitation (CPR). Canada may request proof of Certification during the technical evaluation for validation purpose if not provided with the bid.	
M4	The proposed Primary Personal Support Worker and Backup Personal Support Worker must each have a minimum of one (1) year experience providing care aid services for a person/persons confined to a wheelchair. In order to comply with M4, the CV provided for each proposed resources must include, as minimum, the following information:	
	 Name of the client for each experience Start date and end date of each experience Brief description of each experience 	
M5	The proposed Primary Personal Support Worker and Backup Personal Support Worker must each have a valid driver's license for passenger vehicles. Canada may request proof of valid driver's license during the technical evaluation for validation purpose if not provided with the bid.	

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, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within Saskatoon Metropolitan Area (SMA). The SMA is defined as: Bounded on the west by a north-south line running from North Battleford to Biggar, on the north by a west-east line running from North Battleford to Prince Albert, on the east by a north-south line from Prince Albert to Kenaston, on the south by a east-west line from Kenaston to Biggar.
- (b) any travel expenses for travel between the Contractor's place of business and the SMA; 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 Hourly Rate	B Volumetric data (For Evaluation Purposes Only)	C Total (AXB)	
	Initial Period: Contract Award date	e to March 31st, 2019			
1	Primary Personal Support Worker Backup Personal Support Worker	\$ [Insert amount]	800 hours	\$ [Insert amount]	C1
	Option Period 1: April 1st , 2019 to	March 31 st , 2020			
2	Primary Personal Support Worker Backup Personal Support Worker	\$ [Insert amount]	1300 hours	\$ [Insert amount]	C2
	Option Period 2: April 1 st , 2020 to	March 31 st , 2021			
3	Primary Personal Support Worker Backup Personal Support Worker	\$ [Insert amount]	1300 hours	\$ [Insert amount]	C3
	Option Period 3: April 1 st , 2021 to	March 31 st , 2022			
4	Primary Personal Support Worker Backup Personal Support Worker	\$ [Insert amount]	1300 hours	\$ [Insert amount]	C4
Option Period 4: April 1st, 2022 to March 31st, 2023					
5	Primary Personal Support Worker Backup Personal Support Worker	\$ [Insert amount]	1300 hours	\$ [Insert amount]	C5
	Option Period 5: April 1 st , 2023 to March 31 st , 2024				
6	Primary Personal Support Worker Backup Personal Support Worker	\$ [Insert amount]	1300 hours	\$ [Insert amount]	C6
BID EVALUATION PRICE (C1+C2+C3+C4+C5+C6): \$[Insert amount]					

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 (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), 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.

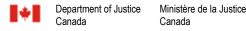
The Bidder should complete and return the Integrity Regime Verification Form attached in Annex D with the bid.

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 (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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

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.

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. <u>Definitions</u>

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 <u>Public Service Superannuation Act (PSSA)</u>, R.S., 1985,c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy</u> <u>Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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 🗌

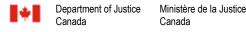
If so, the Bidder must provide the following information:

- 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:

Canada

- f. period of lump sum payment including start date, end date and number of weeks:
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program: g.

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.

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

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.

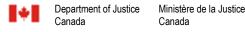
B. Education and Experience

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 <u>Contract Security Program</u> of Public Works and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>) 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

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* (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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 Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. The Contractor MUST NOT remove any PROTECTED information or assets 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 and security guide attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

4. TERM OF CONTRACT

4.1 PERIOD OF THE CONTRACT

The period of the Contract is from date of Contract award to March 31st, 2019 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 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 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.

AUTHORITIES AND SPECIFIC PERSONS

5.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is: Name: Mélanie Beauvais Lefort Title: Contracting and Materiel Officer Department of Justice Canada Finance and Planning Branch Address: 284, Wellington Street Telephone: 613-952 -2243 E-mail address: Melanie.beauvais-lefort@justice.gc.ca

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

5.2 PROJECT AUTHORITY

The Project Authority for the Contract is:

Name:
Title:
Department of Justice
Directorate:
Address:
Telephone:
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.

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

5.4 SPECIFIC PERSONS

The Contractor must provide the services of the following persons to perform the Work as stated in the Contract:

Resource	Name
Primary Personal Support Worker	(To be inserted at time of contract award)
Backup Personal Support Worker	(To be inserted at time of contract award)

PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (<u>PSSA</u>) 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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7. PAYMENT

7.1 BASIS OF PAYMENT – FIRM HOURLY RATES

The Contractor will be paid firm hourly 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

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. 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% 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.

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

7.3 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 as specified in Annex B – Basis of Payment – B3 – Pre-Authorized Travel and Living Expenses.

7.4 METHOD OF PAYMENT

7.4.1 <u>Monthly Payment</u>

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 <u>2035</u>, <u>General Conditions - Higher Complexity - Services</u> (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 <u>2035</u>, <u>General Conditions - Higher Complexity - Services</u> (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 Discretionary Audit

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

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

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

7.4.4 <u>Time Verification</u>

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;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 8.2 Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the following address for certification and payment (to be completed at contract award).

CERTIFICATIONS AND ADDITIONAL INFORMATION

9.1 <u>COMPLIANCE</u>

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

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

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 <u>2035</u>, <u>General Conditions Higher Complexity Services</u> (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, Commercial General Liability Insurance;
- (h) the Contractor's bid dated _____(to be completed at contract award).

12 ENVIRONMENTAL CONSIDERATIONS

The Contractor is encourage to use the public/green transit where feasible.

13 INSURANCE - SPECIFIC REQUIREMENTS

The Contractor must comply with the insurance requirements specified in Annex E – Commercial General Liability Insurance. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A

STATEMENT OF WORK

1 TITLE

Personal Support Worker (PSW) Services.

2 OBJECTIVE

The Department of Justice requires the services of Personal Support Workers (PSW) to address the needs of an employee with disabilities in the Saskatoon regional office.

An employee with a disability under the Employee Equity Program requires assistance from a PSW services supplier to access and leave the regional office premises in Saskatoon, as well as requiring assistance with the elevators and other personal care duties.

3 REQUIREMENT DESCRIPTION

3.1 Scope

3.1.1 The attendant care services described at section 4. Tasks of the Statement of Work, must be available anywhere between 8:00 am and 5:00 pm, five (5) days a week from Monday to Friday, for an average of four (4) to five (5) hours per day, with the possibility of occasional longer or shorter hours, excluding <u>federal government holidays</u>. The exact weekly schedule will be provided in writing to the PSW at the latest on Friday by 5:00 pm for the following week. The Primary PSW or Backup PSW must be available according to the weekly schedule.

3.1.2 If the attendant care services are required for three (3) consecutive hours or less during a day, the Contractor will be paid three (3) hours at the regular hourly rate identified in Annex B – Basis of Payment.

3.1.3 If the schedule changed after being provided to the Primary PSW or Backup PSW, either for a shift cancellation or shift being changed (reduced, increased or time changed), the Primary PSW or Backup PSW will be informed at least 8 hours in advance in writing.

3.1.4 In cases where the Primary PSW or Backup PSW is not informed 8 hours in advance for shift cancellation, the Contractor will be paid three (3) hours at the regular hourly rate identified in Annex B – Basis of Payment.

3.1.5 In cases where the Primary PSW or Backup PSW is not informed 8 hours in advance for shift being changed (reduced, increased or time changed), the Contractor will be paid a minimum of three (3) hours or the equivalent of the shift duration if greater than three (3) hours, at the regular hourly rate identified in Annex B – Basis of Payment.

3.1.6 The Contractor will provide a Backup PSW on an as needed basis only, should the Primary PSW not be available for short absences (due to vacation or illness). The Backup PSW must provide the same care aide services as would be required from the Primary PSW. All assigned PSWs must conduct themselves in a manner befitting to a legal office.

3.2 Employee Absences

Due to Illness:

Where the JUS employee is absent for more than one (1) day, the Primary PSW or Backup PSW will be informed in writing of the employee's expected date of return.

Due to vacation:

The JUS employee must notify the Primary PSW or Backup PSW in writing of any absences due to vacation of one (1) to four (4) consecutive business days at least eight (8) hours in advance. In case of absence without notification or with insufficient notification (at least eight (8) hours in advance) the Contractor will be paid the equivalent of three (3) hours of work only for the first absence day at the hourly rate identified in Annex B – Basis of Payment.

The JUS employee must notify the Primary PSW or Backup PSW in writing of any absences due to vacation of five (5) consecutive business days or more, at least seven (7) calendar days in advance. In case of absence without notification or with insufficient notification (less than seven (7) calendar days) the Contractor will be paid the equivalent of three (3) hours of work only for the first absence day at the hourly rate identified in Annex B – Basis of Payment.

4 TASKS

The Primary PSW or Backup PSW must perform the following tasks in assisting the employee:

- 4.1 Tasks related to activities of daily living at the workplace according to personal needs
 - Assistance with personal needs (e.g., outerwear clothing, bathroom attendance, lifts and or/transfers, etc.);
 - Assistance with meals (e.g., set-up, purchasing lunch);
 - Assistance with transfers, and mobility activities as directed and escort duties as required during the hours of work (e.g., manipulation of clasps and lids, reaching or handling items, positioning wheelchair, etc.);
 - Assistance with transportation activities during work hours;
 - Assistance with communication when necessary or as requested by the JUS employee;
 - Assistance with administrative support (e.g. light photocopying, procuring files from filing cabinets or books from library);
 - Set-up of workspace e.g., positioning of work related papers and materials; and
 - Other related tasks, as required
- 4.2 Tasks related to assisting the employee while travelling
 - Travelling with employee for business purposes where required (within city and out of town);
 - Accompanying and driving the employee to out-of-court where required using the employee's vehicle.
 - 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).
- 4.3 Similar, unforeseen tasks
 - The Primary PSW or Backup PSW will be required to provide other similar services which cannot be foreseen as they will arise on a day-to-day basis.

5. TRAVEL

In the event that travel will be outside the Saskatoon area, all travel expenses will be reimbursed as per the *National Joint Council Travel Directive* (<u>http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php</u>) and will require prior approval from the Project Authority.

The Contractor will be reimbursed for the hours worked providing care services at the hourly rate identified in Annex B – Basis of Payment. No overtime charges will be authorized.

The Primary PSW or Backup PSW will be given a minimum of forty-eight (48) hours advance notice of travel to facilitate the scheduling at the travel location.

6. LANGUAGE REQUIREMENTS

The Primary PSW and Backup PSW must be able to communicate effectively with the employee in English, orally and in writing.

7. SUPPORT PROVIDED BY CANADA

The Primary PSW or Backup PSW will be provided sufficient cubicle space.

8. LOCATION OF SERVICES

The PSW's services will be required at the Department of Justice Canada Saskatoon Office located at the following Address: 123 – 2nd Avenue Saskatoon, Saskatchewan S7K 7E6

Should the location be different for any reason, the Primary PSW or Backup PSW will be informed ahead of time of the change.

9.

MINIMUM QUALIFICATION REQUIRED FOR THE PRIMARY PSW AND BACKUP PSW

- The proposed Primary Personal Support Worker and a Backup Personal Support Worker must each have a minimum of two (2) years' experience working as a personal support worker in the last ten (10) years.
- The proposed Primary Personal Support Worker and Backup Personal Support Worker must each be certified from an accredited institution as a Personal Support Worker.
- The proposed Primary Personal Support Worker and Backup Personal Support Worker must each be certified in First Aid and Cardiopulmonary resuscitation (CPR).
- The proposed Primary Personal Support Worker and Backup Personal Support Worker must each have a minimum of one (1) year experience providing care aid services for a person/persons confined to a wheelchair.
- The proposed Primary Personal Support Worker and Backup Personal Support Worker must each have a valid driver's license for passenger vehicles.

ANNEX B

BASIS OF PAYMENT

B1 The Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, Applicable Taxes extra, for each resource category listed below, for work and services performed pursuant to this Contract.

B1.1

Category	Firm all-inclusive hourly rate Initial Period: Contract Award date to March 31st, 2019
Primary Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

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

B2 Subject to the exercise of the Contract option to extend the Contract period, the Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, Applicable Taxes extra, for each resource category listed below, to complete all work and services required to be performed in relation to the Contract extension.

B2.1

Category	Firm all-inclusive hourly rate
	Option Period 1: April 1 st , 2019 to March 31 st , 2020
Primary Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ Unfunded

B2.2

Category	Firm all-inclusive hourly rate				
	Option Period 2: April 1 st , 2020 to March 31 st , 2021				
Primary Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)				

Estimated Cost: \$ Unfunded

B2.3

Category	Firm all-inclusive hourly rate				
	Option Period 3: April 1 st , 2021 to March 31 st , 2022				
Primary Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)				

Estimated Cost: \$ Unfunded

B2.4

Category	Firm all-inclusive hourly rate					
	Option Period 4: April 1 st , 2022 to March 31 st , 2023					
Primary Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)					

Estimated Cost: \$ Unfunded

B2.5

Category	Firm all-inclusive hourly rate Option Period 5: April 1 st , 2023 to March 31 st , 2024
Primary Personal Support Worker Backup Personal Support Worker	\$ (to be completed at contract award)

Estimated Cost: \$ Unfunded

B3 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* (<u>http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php</u>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

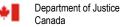
All payments are subject to government audit.

Estimated Cost: \$ _____.

Canada will not accept any travel and living expenses for:

- (a) all travel and living expenses for work performed within Saskatoon Metropolitan Area (SMA). The SMA is defined as: Bounded on the west by a north-south line running from North Battleford to Biggar, on the north by a west-east line running from North Battleford to Prince Albert, on the east by a north-south line from Prince Albert to Kenaston, on the south by a east-west line from Kenaston to Biggar.
- (b) any travel expenses for travel between the Contractor's place of business and the SMA; 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.

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



ANNEX C SECURITY REQUIREMENTS CHECK LIST

Government	Gouvernement	t	Contract Number / Numéro du contrat						
	du Canada		1-P	1000	025251				
	Security Classification / Classification								
	S	ECURITY REQUIREMEN	ITS CHECK	LIST (SRC	L)				
	TE DE VÉRIFIC	CATION DES EXIGENCE	S RELATIV	ES À LA S	ÉCURITÉ (LVERS)				
PART A - CONTRACT INFORMAT 1. Originating Government Department	nent or Organization	on /	JIUELLE	2. Branch	or Directorate / Direction génér	ale ou Direction			
Ministère ou organisme gouverne				CHRI	PPS- Duty to Aecon	w date			
3. a) Subcontract Number / Numero	du contrat de so	us-traitance 3. b) Na	me and Addre	ss of Subco	ntractor / Nom et adresse du se	ous-traitant			
4. Brief Description of Work / Breve Pray (12 Personal	description du tra	services to one.	Justice	emplor	pee in Scushatcon	intho			
performance of the	e justice	emplayee's wo	rk duhi	es 0		1			
5. a) Will the supplier require acces Le fournisseur aura-t-il accès	s to Controlled Go	oods?				No Yes Non Oui			
5. b) Will the supplier require acces			t to the provisi	ons of the Te	echnical Data Control	No Yes			
Regulations? Le fournisseur aura-t-il accès à						Non Oui			
sur le contrôle des données te	chniques?				and appositions du riegiement	······································			
6. Indicate the type of access requi						/			
a) Will the supplier and its employ Le fournisseur ainsi que les en	yees require acce nployés auront-ils	ss to PROTECTED and/or C accès à des renseignement	LASSIFIED in s ou à des bie	nformation or ns PROTÉG	assets? ÉS et/ou CLASSIFIÉS?	No Yes Non Oui			
(Specify the level of access us (Préciser le niveau d'accès en	ing the chart in Qu	uestion 7. c)							
b) Will the supplier and its employ	yees (e.g. cleaner	s, maintenance personnel) r	equire access	to restricted	access areas? No access to	No Yes			
PROTECTED and/or CLASSIF Le fournisseur et ses employés			ont-ils accès à	des zones	d'accès restreintes? l 'accès	Non Oui			
à des renseignements ou à de	s biens PROTÉG	ÉS et/ou CLASSIFIES n'est	pas autorisé.						
 c) Is this a commercial courier or S'agit-II d'un contrat de message 	delivery requirem gerie ou de livrais	on commerciale sans entrep	e? oosage de nuit	?		No Yes			
7. a) Indicate the type of information					on auquel le fournisseur devra				
Canada 🗸	ĺ	NATO / OTAN			Foreign / Étranger				
7. b) Release restrictions / Restriction	ons relatives à la c								
No release restrictions	7	All NATO countries Tous les pays de l'OTAN			No release restrictions Aucune restriction relative				
à la diffusion					à la diffusion	L			
Not releasable]								
À ne pas diffuser]								
Restricted to: / Limité à :		Restricted to: / Limité à :			Restricted to: / Limité à :				
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préc	iser le(s) pays	:	Specify country(ies): / Précise	Specify country(ies): / Préciser le(s) pays :			
			,						
7. c) Level of information / Niveau d/ PROTECTED A	information	NATO UNCLASSIFIED		1998.97 1989.18	PROTECTED A	Contraction of the second of t			
PROTÉGÉ A	land work in the	NATO NON CLASSIFIÉ	L	Area and	PROTÉGÉ A				
PROTECTED B	新国家 和国家	NATO RESTRICTED NATO DIFFUSION RESTR			PROTECTED B PROTÉGÉ B				
PROTECTED C		NATO CONFIDENTIAL			PROTECTED C	H			
		NATO CONFIDENTIEL			PROTÉGÉ C				
CONFIDENTIAL CONFIDENTIEL	an a	NATO SECRET			CONFIDENTIAL CONFIDENTIEL				
SECRET		COSMIC TOP SECRET			SECRET	H			
TOP SECRET		COSMIC TRÈS SECRET	na ang tang kang kang kang kang kang kang kang k		SECRET				
TRÈS SECRET		March Confession	Y and the second		TOP SECRET TRÈS SECRET	1.2.2.69, 84 1992			
TOP SECRET (SIGINT)		konstantoj, sijospidzini z deli rijih Viješki zbandi od jedni stati rijih			TOP SECRET (SIGINT)				
TRÈS SECRET (SIGINT)		오늘 가슴 20 가란 상태가 그는 생산은 것이야. 그 걸었는 것 같아?		·····································	TRÈS SECRET (SIGINT)	10000000000000000000000000000000000000			

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COMMON-PS-SRCL#6

Contract Number / Numéro du contrat Government Gouvernement of Canada du Canada Security Classification / Classification de sécurité UNCLASSIFIED PART A (continued) / PARTIE A (suite) Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes 1 Non Orti If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité : 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Yes No 1 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non JOu Short Title(s) of material / Titre(s) abrégé(s) du materiel : Document Number / Numéro du document PART B- PERSONNEL (SUPPLIES/PARTIE B - PERSONNEL (FOURNISSEUR) 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECRET \checkmark COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÈS SECRET TOP SECRET- SIGINT NATO CONFIDENTIAL NATO SECRET COSMIC TOP SECRET TRÈS SECRET -- SIGINT NATO CONFIDENTIEL NATO SECRET COSMIC TRÈS SECRET SITE ACCESS ACCÉS 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? No Yes ✓ Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travait? Non Oui If Yes, will unscreened personnel be escorted? No Yes Dans l'affirmative, le personnel en question sera-t-il escorté? Non 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 No Yes \checkmark premises? Non Oui Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? 11. b) Will the supplier be required to safeguard COMSEC information or assets? No ✓ Non Yes Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Oui PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment No Yes 1 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 PROTEGE Non Oui et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) No Yes 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED 1 information or data? Non Oui Le fournisseur sera-t-it tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes \checkmark Disposera-1-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence Non lOui gouvernementale? TBS/SCT 350-103(2004/12) Security Classification / Classification de sécurité

UNCLASSIFIED

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Government Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)																	
For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's																	
1	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.																
i i																	
	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.									aisies							
	dans le lableau i	eca	Jituia			SI	IMMARY	CHART /	TABLEAU R	ÉCAPITI							
Г		<u> </u>			1			1			w	1		A/1 00050			
	Category		OTECT			ASSIFIED			NATO						COMSEC		
	Catégorie	PR	OTÉG	SĖ	. CL	ASSIFIÉ.		1									
			T				TOP	NATO	NATO	NATO	COSMIC		TECT				TOP
		A	В	с	CONFIDENTIAL	SECRET	SECRET	RESTRICTED	CONFIDENTIAL	SECRET	TOP	PR	PROTÉGÉ		CONFIDENTIAL	SECRET	SECRET
					CONFIDENTIEL		TRÉS	NATO	NATO	1	COSMIC	A	в	c	CONFIDENTIEL		TRES
			1				SECRET	DIFFUSION RESTREINTE	CONFIDENTIEL		TRÈS SECRET						SECRET
	nformation / Assets		1									1					
	Renseignements / Biens Production	5	+											<u> </u>			
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ī	T Link /															1	
L	ien électronique	1		L		l				1	I	1		1	I	1	l
																,	
12	2. a) Is the descrip	otion	of th	ne w	ork contained	within this	SRCL P	ROTECTED	and/or CLASS	SIFIED?					Г	No	Yes
	La description	du t	rava	il vis	é par la prése	nte LVER	S est-elle	de nature P	ROTÉGÉE et/	ou CLAS	SIFIÉE?				L	✓ Non	L Oui
	If Yes, classif																
	Dans l'affirma « Classification								eau de secu	rite dans	la case in	ntituie	ee			1	
	« Classificatio	ona	e se	curi	te » au naut e	t au bas	au tormu	liaire.									
12	2. b) Will the docu	mer	itatio	n att	ached to this	SRCL be	PROTEC	TED and/or (CLASSIFIED?						Г	No	Yes
	La documenta														L	Non	L Oui
	If Yes, classif						and botto	m in the are	a entitled "Se	ecurity C	lassificati	on" a	and	indio	cate with		
	attachments																
	Dans l'affirma													ECE	PET avec		
	« 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).																

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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:	 corporate entity privately owned corporation 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

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.