

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Department of Justice Canada
Finance and Planning Branch
Attention:
Bradley Menagh
Bradley.Menagh@Justice.gc.ca

Ministère de la Justice Canada
Direction générale des finances et de la planification
Attention :
Bradley Menagh
Bradley.Menagh@Justice.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Comments - Commentaires

This solicitation contains a security requirement

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.

Title – Sujet		
Personal Support Worker (PSW) – Department of Justice Canada (JUS)		
Solicitation No. – N° de l'invitation		Date
1000027256-B		June 12, 2020
Client Reference No. – N° référence du client		
1000027256-B		
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 Daylight Time (EDT) Heure Avancée de l'Est (HAE)
on – le	June 23, 2020	
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 :		
Bradley Menagh		
Area code and Telephone No. Code régional et N° de téléphone		Facsimile No. / e-mail N° de télécopieur / courriel
		Bradley.Menagh@Justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction		
Ottawa, Ontario, Canada		
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 Form

1.2 Summary

1.2.1 The Department of Justice Canada (JUS) has a requirement for the services of a Primary Personal Support Worker and a Backup Personal Support Worker (the resources) to provide assistance to assist a JUS employee with mobility and other personal care activities in the actioning of their duties.

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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services.

Should bidders have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

For more information about OPO, including the available services, please visit the [OPO website](#).



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 \(2019-03-04\) Standard Instructions - Goods or Services - Competitive Requirements](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20>) 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 only to the Department of Justice BY EMAIL ONLY to the Contracting Authority (Bradley.Menagh@Justice.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

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).

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 Ontario.

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid [one (1) soft copy (Portable Document File (PDF) by way of email];
- Section II: Financial Bid [one (1) soft copy (Portable Document File (PDF) by way of email];
- Section III: Certifications [one (1) soft copy (Portable Document File (PDF) by way of email]; and
- Section IV: Additional Information [one (1) soft copy (Portable Document File (PDF) by way of email].

Canada requests that bidders submit their bids in unprotected (i.e. no password) PDF format by email.

The JUS email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example 1 of 3, 2 of 3 etc..

It is the sole responsibility of the Bidder to ensure a timely submission of their bid is made. Canada will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

Bidders should also ensure that their email message indicates the legal name of the bidding entity.

Note to Bidders:

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

Section I: Technical Bid

- i 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.
- ii 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

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

- i Bidders must submit the certifications and additional information required under Part 5, including the attachments to Part 5.
- ii 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

i Personnes proposées par le soumissionnaire nécessitant une habilitation de sécurité

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 Classification Obtained and Expiry Date
Primary 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*.

ii 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.

iii 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 (Step 1)

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

4.1.1.2 Point-Rated Technical Criteria (Step 2)

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.
Point-rated technical criteria not addressed will be given a score of zero (0).

4.1.2 Financial Evaluation (Step 3)

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

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 Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

4.2.1.1 To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all the mandatory criteria; and

4.2.1.2 Bids not meeting a) or b) will be declared non-responsive.

4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: the total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



4.2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points in this example equals 135 and the lowest evaluated price in this example is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

4.2.2 In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4 - Technical Evaluation Criteria; the responsive bid obtaining the highest overall score being ranked the highest.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.1 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.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

No.	Mandatory Technical Criteria	Cross Reference to Proposal (Page #)	MET / NOT MET
M1	<p>Bidder Business Experience</p> <p>The Bidder must demonstrate that they have operated for a minimum of five (5) years prior to closing date of this RFP, in Health Related Services by providing examples of the services performed.</p> <p>In order to be considered, each of the Bidder's experience examples must indicate the following:</p> <ul style="list-style-type: none"> a) Name of Client or Client Organization; b) Start and end date of the services provided (MM-YYYY to MM-YYYY); c) Reference Contact, including their name, phone number and/or email address; and d) A brief description of the services provided. 		
M2	<p>Bidder's Proposed Resources</p> <p>The Bidder must propose two (2) female resources for the two (2) roles: a Primary Personal Support Worker and a Backup Personal Support Worker. The Bidder must name these individuals as indicated in Part 3, Section IV: Additional Information.</p> <p>For each proposed resource, the Bidder must provide a CV or résumé which demonstrates at least eighteen (18) months' experience working as a personal support worker, as it relates to the Statement of Work, in the last ten (10) years prior to this RFP's closing date.</p>		
M3	<p>Bidder's Proposed Resources: Certification</p> <p>The Bidder must demonstrate that their proposed Primary Personal Support Worker and Backup Personal Support Worker are each certified by an accredited institution* as a Personal Support Worker.</p> <p>In order to demonstrate compliance with M2, a copy of the certification for each proposed Bidder resource must be provided with the bid.</p> <p>*Accredited Institution is defined as a public or private institution that has been given authority to grant degrees, diplomas, and other credentials by a public or private act of a provincial/territorial legislature or through a government-mandated quality assurance mechanism. For greater certainty, also included are institutions authorized to grant specific academic credentials for specific academic programs.</p>		
M4	<p>Bidder's Proposed Resources: First Aid and CPR Accreditation</p> <p>The proposed Primary Personal Support Worker and Backup Personal Support Worker must each be certified in First Aid and Cardio Pulmonary Resuscitation (CPR) with an accredited institution*.</p> <p>In order to demonstrate compliance with M4, a copy of the current and valid certifications for each proposed individual must be provided with the bid.</p>		



No.	Mandatory Technical Criteria	Cross Reference to Proposal (Page #)	MET / NOT MET
M5	<p>Bidder's Proposed Resources: Computer Experience</p> <p>The Bidder's proposed Primary Personal Support Worker and Backup Personal Support Worker must each possess working knowledge of Microsoft Office Suite 2003 or later and a Microsoft Windows XP, VISTA, 7 or 10 operating system.</p> <p>For each proposed Bidder resource, the Bidder must provide a CV or résumé that demonstrates at least three (3) months experience working with Microsoft Office Suite 2003 or later and a Microsoft Windows XP, VISTA, 7 or 10 operating system.</p> <p>In order to be considered, experience examples must indicate the following:</p> <ul style="list-style-type: none"> a) Name Organization; b) Start and end date of the services provided (MM-YYYY to MM-YYYY); c) Reference Contact, including their name, phone number and/or email address, where applicable; and d) A brief description of the work performed. 		
M6	<p>The proposed Primary Personal Support Worker and Backup Personal Support Worker must have working knowledge of technical aids* and assistive and adaptive technologies (TAAAT)**.</p> <p>For each proposed Bidder resource, the Bidder must provide a CV or résumé that demonstrates when and where the experience was obtained for this working knowledge, which must include:</p> <ul style="list-style-type: none"> a) Name Organization; b) Start and end date of the services provided (MM-YYYY to MM-YYYY); c) Reference Contact, including their name, phone number and/or email address, where applicable; and d) A brief description of the work performed and TAAAT used. <p>*Technical aid is defined as an electronic or non-electronic device that can help individuals with disabilities in their daily routine, in reading, hearing, etc. and improving the ability that the impairment has cut down.</p> <p>**Assistive and Adaptive technology is something that is used to help individuals with disabilities, while adaptive technology covers items that are specifically designed for people with disabilities and would seldom be used by a non-disabled person.</p>		
FINAL EVALUATION OF MET / NOT MET:			



1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Point-rated Technical Criteria (RTC)
Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which address the requirement identified in the criteria.

Number	Rated Technical Criterion	Point Allocation
<p>RTC1</p>	<p>Bidder Resource Experience For each proposed Bidder resource (Primary and Backup Personal Support Worker), the Bidder should demonstrate in the resources' CV or résumé experience working as a personal support worker in the last ten (10) years prior to this RFP's closing date.</p>	<p>Points will be allocated as follows (per resource):</p> <ul style="list-style-type: none"> - No information provided, or information provided demonstrates fewer than 19 months of experience = 0 points. - 19 to 24 months' experience = 1 point - 25 to 36 months' experience = 3 points - 37 to 48 months' experience = 5 points - 49 or more months' experience = 8 points
Cross Reference to Proposal		
Maximum Number of Points Available:		16
Points Awarded:		



Number	Rated Technical Criterion	Point Allocation
RTC2	<p>Additional Bidder Resource Experience – Technical Aids & Assistive and Adaptive Technologies</p> <p>For each proposed Bidder resource, the Bidder should provide a CV or résumé that demonstrates experience obtained to establish this working knowledge.</p> <p>Experience examples must include:</p> <ol style="list-style-type: none"> Name Organization; Start and end date of the services provided (MM-YYYY to MM-YYYY); Reference Contact, including their name, phone number and/or email address, where applicable; and A brief description of the work performed. <p>*Technical aid is defined as an electronic or non-electronic device that can help individuals with disabilities in their daily routine, in reading, hearing, etc. and improving the ability that the impairment has cut down.</p> <p>**Assistive and Adaptive technology is something that is used to help individuals with disabilities, while adaptive technology covers items that are specifically designed for people with disabilities and would seldom be used by a non-disabled person.</p>	<p>Points will be allocated as follows (per resource):</p> <ul style="list-style-type: none"> - No information provided, or information provided demonstrates fewer than 3 months' experience = 0 points. - 4 to 12 months' experience = 1 point - 13 to 24 months' experience = 3 points - 25 to 36 months' experience = 5 points - 37 or more months' experience = 6 points

Cross Reference to Proposal	
Maximum Number of Points Available:	12
Points Awarded:	

Number	Rated Technical Criterion	Point Allocation
RTC3	<p>Bidder's Proposed Resources' Accreditation</p> <p>The nature of the Bidder's demonstrated accreditation of their proposed resources, provided in response to mandatory technical criterion M3, will be scored as indicated under "Point Allocation".</p> <p>*Accredited Institution is defined as a public or private institution that has been given authority to grant degrees, diplomas, and other credentials by a public or private act of a provincial/territorial legislature or through a government-mandated quality assurance mechanism. For greater certainty, also included are institutions authorized to grant specific academic credentials for specific academic programs.</p>	<p>Points will be allocated as follows (per resource):</p> <ul style="list-style-type: none"> - Certificate relating to Personal Support Work = 1 point - College or University Degree/Diploma relating to Personal Support Work = 3 points

Cross Reference to Proposal	
Maximum Number of Points Available:	6
Points Awarded:	

Total Points Available:	34
Points Awarded:	



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

	Resources	A All-inclusive Firm Hourly Rate	B Volumetric Data (For Evaluation Purposes Only)	C Total (A x B)	
F1	Initial Period: To be inserted at Contract Award to December 31, 2020				
	Primary Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	1417 hours	[\$Insert amount]	C1
F2	Option Period 1: January 1, 2021 to December 31, 2021				
	Primary Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	2008 hours	[\$Insert amount]	C2
F3	Option Period 2: January 1, 2022 to December 31, 2022				
	Primary Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	2008 hours	[\$Insert amount]	C3
F4	Option Period 3: January 1, 2023 to December 31, 2023				
	Primary Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	2008 hours	[\$Insert amount]	C4
F5	Option Period 4: January 1, 2024 to December 31, 2024				
	Primary Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	2008 hours	[\$Insert amount]	C5
F6	Option Period 5: January 1, 2025 to December 31, 2025				
	Primary Personal Support Worker Backup Personal Support Worker	[\$Insert amount]	2008 hours	[\$Insert amount]	C6

BID EVALUATION PRICE (C1 + C2 + C3 + C4 + C5 + C6):	[\$Insert amount]
Taxes (insert tax amount, as applicable):	[\$Insert amount]
Total Estimated Cost:	[\$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 (<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 4 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 required information should be provided using the *Integrity Regime Verification Form, Annex "D"* of this RFP.

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

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. 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.

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 Primary Personal Support Worker 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.

2.1 GENERAL CONDITIONS

The *2035 General Conditions - Higher Complexity - Services* (2018-06-21), 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.

3.1.1 The Contractor's primary personal support worker must hold a valid personnel security screening level of **SECRET** at all times during the performance of the contract. The secondary personal support worker may be cleared to the personal security level of **SECRET** at a later date. No contractor's resources without **SECRET** clearance are permitted provide services in areas requiring **SECRET** clearance and may be designated to a waiting area, during the Work, as applicable, to be determined by the Project / Technical Authority.

Security clearance must be issued by the Canadian and International Industrial Security Directorate ("CIISD") of Public Works and Government Services Canada ("PWGSC").

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 the date of Contract Award to December 31, 2020 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.



5. AUTHORITIES AND SPECIFIC PERSONS

5.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Bradley Menagh
Title: Senior Analyst & Contract Officer
Department of Justice Canada
Finance and Planning Branch
Address: 284 Wellington Street, Ottawa, ON, K1A 0H8
Telephone: 613-952-2243
E-mail address: Bradley.Menagh@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

The Project / Technical Authority for the Contract is:

To be inserted at contract award.

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 inserted at contract award.

5.4 SPECIFIC PERSONS

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

- Primary Personal Support Worker: **To be inserted at Contract Award**
- Backup Personal Support Worker: **To be inserted at Contract Award**

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 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 \$ **To be inserted at contract award**. 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, 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/d10/en>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Estimated Cost: \$ **To be inserted at contract award.**

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

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

These expenses are included in the firm hourly rates for professional fees specified 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 (2018-06-21) 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 (2018-06-21) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.4.3 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:

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

To be inserted at contract award

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**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **To be inserted at contract award**

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 2035, General Conditions - Higher Complexity - Services (2018-06-21);
- (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 Form; and
- (h) the Contractor's bid dated **To be inserted at contract award**



12. 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.

13. DISPUTE RESOLUTION FOR CANADIAN CONTRACTORS

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle.

If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the [Department of Public Work and Government Services Act](#) and Section 23 of the [Procurement Ombudsman Regulations](#).

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

14. COMPLAINTS BY CANADIAN CONTRACTORS WITH RESPECT TO THE ADMINISTRATION OF THE CONTRACT

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the [Department of Public Work and Government Services Act](#) will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the [Department of Public Work and Government Services Act](#) and Sections 15 and 16 of the [Procurement Ombudsman Regulations](#) have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

15. 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.

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

- i. 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.
- ii. 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.



ANNEX A STATEMENT OF WORK

1 TITLE

Personal Support Workers (PSW) – Department of Justice Canada (JUS)

2 OBJECTIVE

JUS requires PSW services provided to address the needs of a JUS employee in the National Capital Region (NCR) who requires regular and on-going assistance during their work hours. The required services will be provided by one (1) full-time PSW ("Primary PSW") with one (1), part-time PSW ("Backup PSW"), where applicable, providing service to cover absences (due to vacation or illness) of the Primary PSW and provide backup services as required.

3 BACKGROUND

A JUS employee with a disability under the Employee Equity Program ("the JUS employee requiring support") requires assistance from a PSW services supplier to assist them with mobility, building floor-to-floor elevators and other personal care duties.

4 DESCRIPTION & SCOPE OF WORK

4.1 SCOPE

4.1.1 The Contractor must provide PSW care services as required anytime between 7:30 a.m. to 5:30 p.m., Monday to Friday, inclusive (minimum of three (3) hours per day). Federal Government holidays are excluded (the Department of Justice is open for business on Family Day, and closed on Remembrance Day).

There may be a requirement to occasionally work longer or shorter hours.

The Contractor must provide these services within start and end times that may vary slightly from day to day depending on the type of each rotation the JUS employee requiring support is assigned to and the rotational operational requirements.

There may be a requirement to accompany the JUS employee requiring support for business travel within Canada.

On occasion, there may be a requirement for the Contractor to provide PSW services for more than eight (8) continuous hours. The JUS employee requiring support or an assigned member of JUS will notify the PSW of any such requirement for extended hours of support services.

4.1.2 Backup PSW Requirement

The Contractor must maintain the availability of the Backup PSW in order to ensure continuity of service to the JUS employee requiring support (to cover short absences such as Primary PSW sick days or to supplement the support provided by the Primary PSW).

4.1.2.1 Where the Backup or supplementary PSW may not have a SECRET security clearance, the Backup PSW will not be able to enter restricted areas, and will be required to remain in a designated waiting area until such time as SECRET content can be removed.

4.1.2.2 The Contractor must provide backup PSW services, if necessary, for hourly living duties in locations outside of the NCR, but within Canada, to assist the Primary PSW when they accompany the JUS employee requiring support for business trips.

4.1.3 Conduct of PSWs

All assigned PSW's must conduct themselves in a manner befitting a professional office or legal environment.

4.1.4 Minimum and Extra Billing and Changes to the Support Services Schedule

4.1.4.1 Minimum and Extra Billing

If, for whatever reason, JUS schedules the Contractor to provide attendant care services for three (3) consecutive hours or less during a day, JUS will pay the Contractor three (3) hours at the firm hourly rate identified in Annex B – Basis of Payment.

Should a schedule change or shift cancellation be made by JUS without providing the Contractor or their implicated PSW resource(s) the minimum notice specified below, JUS will pay the Contractor, in addition to the hours worked as a result of the change to the schedule, three (3) hours at the firm hourly rate identified in Annex B – Basis of Payment.



4.1.4.2 COVID-19 Pandemic

Additional, applicable, charges imposed by the Ministry of Health, Ontario, may be applied to the rates, as per the guidelines set out by the Ministry of Health, Ontario.

4.1.4.3 Changes to Schedule or Cancellation of Shift

If JUS requires changes to the support services schedule after having provided it to the PSW, either for a shift cancellation or a shift being changed (reduced, increased or time changed), the PSW will be informed at least 8 hours in advance in writing by the JUS employee requiring support or their designate.

4.1.4.4 Absences of the JUS employee requiring support

Absence Due to Illness:

The JUS employee requiring support or their designate must notify the PSW by telephone of any absences due to illness, which will result in the scheduled PSW services not being required. The JUS employee requiring support or their designate 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.

Absence Due to Vacation of the JUS employee requiring support:

The JUS employee requiring support or their designate must notify the 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.

The JUS employee requiring support or their designate must notify the 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.

4.2 TASKS

Tasks the Contractor's PSW resources must perform include, but are not limited to, the following:

4.2.1 Tasks Related to Activities of Daily Living in the Workplace According to Personal Needs: (RELIABILITY Security Requirement)

- Assistance with personal needs (e.g., brushing teeth, combing hair, dressing and undressing of outerwear clothing, bathroom attendance, lifts and/or transfers, etc.);
- Assistance with meals (e.g., set-up, feeding, purchasing lunch);
- Assistance with transfers, and mobility activities as directed and escort duties as required during the hours of work (e.g., manipulation of clasps and lids, reaching or handling items, positioning wheelchair, etc.);
- Assistance with transportation activities during work hours;
- Assistance with communication when necessary or as requested by client; and
- Other related tasks, some of which may not be foreseen as they may arise on a day-to-day basis, as required.

4.2.2 Tasks Related to Activities of Daily Work Needs In The Workplace According to Job Function: (SECRET Security Requirement)

During the hours of work:

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

4.2.3 Tasks Related to Assisting the Employee While Travelling: (RELIABILITY Security Requirement)

- Attendance of meetings with the JUS employee requiring support at other locations in the NCR;
- Travelling with the JUS employee requiring support for business purposes where required (within city and out of town, but within Canada); and
- Assisting with the personal care requirements of the JUS employee requiring support within and outside of normal work hours, as required during travel outside the NCR but within Canada.

Where travel is to another location across Canada and requires overnight stays, the Primary PSW and Backup PSW must be capable of travel by airplane, train, boat and automobile as the Contractor may be requested to provide a second PSW at the travel destination for daily living aide requirements in the morning and in the evening.



When accompanying the JUS employee requiring support on approved travel outside of the NCR, the PSW's eligible travel and living expenses will be reimbursed to the Contractor by JUS in accordance with contract article 7.3 PRE-AUTHORIZED TRAVEL AND LIVING EXPENSES of the Contract Specifications.

Additional daily living support tasks the Contractor's PSW resources must perform while accompanying the JUS employee requiring support on business travel outside the NCR include, but are not 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 and undressing;
- Assistance with bowel functions (suppositories).

4.2.4 PSW Time Sheets

The Contractor or their PSW resources will be required to complete a timesheet for hours worked, certified correct by the JUS employee requiring support and submitted to the Project / Technical Authority.

5 LANGUAGE REQUIREMENTS

The Contractor's resources must provide services and deliverables, in English, at or above the proficiency levels indicated below:

Language :	<input checked="" type="checkbox"/> English
Language Proficiency Grid:	
Oral	<input checked="" type="checkbox"/> Intermediate Level A person speaking at this level can: <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken • give straightforward instructions to employees • provide factual descriptions and explanations
Comprehension	<input checked="" type="checkbox"/> Intermediate Level A person reading at this level can: <ul style="list-style-type: none"> • grasp the main idea of most work-related texts • identify specific details • distinguish main from subsidiary ideas
Written	<input checked="" type="checkbox"/> Intermediate Level A person writing at this level can: <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary

6 CONSTRAINTS AND QUALIFICATIONS

6.1 The Primary PSW and the Backup PSW must, at a minimum, have these certifications at all times during the period of the Contract:

- First Aid training
- CPR training
- Safety and Emergency training
- Personal Support Worker Certification

6.2 The Primary PSW and the Backup PSW must perform the Work in a manner that demonstrates all of the following:

- Effective written and oral communication skills



- Ability to maintain a confidential working relationship
- Good organizational skills
- Ability to follow oral and written instruction
- Working knowledge of disabilities and associated conditions
- Working knowledge of signs and symptoms of common illnesses and conditions
- Working knowledge of first aid, safety and emergency procedures
- Working knowledge of technical aids, assistive adaptive technology
- Working knowledge of common office equipment (e.g., photocopiers, fax machines, scanners, etc.)

6.3 ENVIRONMENTAL AWARENESS

JUS is considered a 'scent free' environment. The use of strong perfumes or colognes and other various scented products is prohibited. The Contractor and their resources must determine, through discussion with the JUS employee requiring support, any allergies or other concerns related to health, and abide by the prohibitions of their use. At all times, the Contractor and their resources must take every reasonable precaution to ensure the safety of the JUS employee requiring support and not bring, or use, food, products or other, that the JUS employee requiring support may be allergic to, during the course of the Work under this Contract.

7 LOCATION OF SERVICES

Services will be required primarily at the Department of Justice Canada National Capital Region Office located at the following Address:
284 Wellington St. Ottawa, Ontario, K1A 0H8

The PSW services may also be required at other locations within the NCR.

On the occasion the Contractor will be required to provide PSW services to the JUS employee requiring support while they are on authorized business travel outside of the NCR (but within Canada). The JUS employee requiring support or their designate will notify the Contractor at least four (4) calendar days in advance, in writing, of a requirement for PSW services (including extended daily living support) to be performed outside of the NCR.

8 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 Contractors to improve their operations to reduce their negative impact on the environment.

8.1 ENVIRONMENTAL PROPERTIES BEHAVIOUR RECOMMENDED

8.1.1 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).

8.1.2 Use of teleconference and public transit

Project / Technical Authority and the Contractor are encouraged to

- use video and/or teleconferencing where possible to cut down unnecessary travel.
- Project / Technical Authority and the Contractor are encouraged to Use of public transit where feasible.



**ANNEX B
BASIS OF PAYMENT**

B1 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 Hourly Rate Initial Period: <i>(to be completed at contract award)</i> to December 31, 2020
Primary Personal Support Worker	\$ <i>(to be completed at contract award)</i>
Backup Personal Support Worker	

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

B2 Subject to the exercise of the Contract options to extend the Contract period, the Contractor shall be paid the following firm all-inclusive hourly 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.

B2.1 OPTION PERIOD 1

Category	Firm All-Inclusive Hourly Rate Option Period 1: January 01, 2021 to December 31, 2021
Primary Personal Support Worker	\$ <i>(to be completed at contract award)</i>
Backup Personal Support Worker	

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

B2.2 OPTION PERIOD 2

Category	Firm All-Inclusive Hourly Rate Option Period 2: January 01, 2022 to December 31, 2022
Primary Personal Support Worker	\$ <i>(to be completed at contract award)</i>
Backup Personal Support Worker	

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

B2.3 OPTION PERIOD 3

Category	Firm All-Inclusive Hourly Rate Option Period 3: January 01, 2023 to December 31, 2023
Primary Personal Support Worker	\$ <i>(to be completed at contract award)</i>
Backup Personal Support Worker	

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



B2.4 OPTION PERIOD 4

Category	Firm All-Inclusive Hourly Rate Option Period 4: January 01, 2024 to December 31, 2024
Primary Personal Support Worker	\$ (to be completed at contract award)
Backup Personal Support Worker	

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

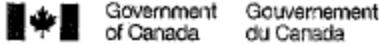
B2.5 OPTION PERIOD 5

Category	Firm All-Inclusive Hourly Rate Option Period 5: January 01, 2025 to December 31, 2025
Primary Personal Support Worker	\$ (to be completed at contract award)
Backup Personal Support Worker	

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



ANNEX C
SECURITY REQUIREMENTS CHECK LIST



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

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

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	
4. Brief Description of Work / Brève description du travail Assists an employee with a disability in performing: - activities of daily living in the workplace according to personal needs - activities of daily work needs in the workplace according to job function		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input 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"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input checked="" 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:	
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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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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? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement sensible? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

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

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

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

Special comments:
Commentaires spéciaux: _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

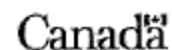
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

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

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

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Security Classification / Classification de sécurité





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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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



ANNEX E
NON-DISCLOSURE AGREEMENT

I, [REDACTED], recognize that in the course of my work as an employee or subcontractor of [REDACTED], I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. [REDACTED] 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.: [REDACTED]

Signature

Date