RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

pcs-sac@pco-bcp.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Privy Council Office

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.

Proposition aux: Bureau du Conseil Privé

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées

Instructions : See Herein Comments - Commentaires

This document contains a RELIABILITYSecurity Requirement. Ce document comporte une exigence de sécurité de niveau FIABILITÉ.

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Issuing Office – Bureau de distribution Privy Council Office/Bureau du Conseil Privé 85 Sparks St./85, rue Sparks Room 301/Piece 301 Ottawa, Ontario K1P 5B4

Title - Sujet				
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F.O.B F.A.B.	_	_		
Plant-Usine: Destination: Address Inquiries to: - Adresser à: Adam Rouleau Adam.rouleau@pco-bcp.gc.ca	toutes (Buye l'ach	
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Destination – of Goods, Services, Destination – des biens, services See Herein			·	
Delivery required - Livraison exig		Delivered Of	fered -	- Livraison
See Herein Vendor/firm Name and address		oroposée		
Raison sociale et adresse du four	nisseu	r/de l'entrep	reneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone				
Name and title of person authoriz (type or print)- Nom et titre de la personne autori l'entrepreneur (taper ou écrire en	isée à s	igner au noi	m du fo	
Signature:				
Date:				

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses:
 - 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 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

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 from 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 Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to PCS-SAC@pco-bcp.gc.ca by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in 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.

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 <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u>
<u>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</u>
<u>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</u>

<u>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.

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 FPSs 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 (two) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

 If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

 If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one soft copy via email)

Section II: Financial Bid (one soft copy via email)

Section III: Certifications (one soft copy via email)

Section IV: Additional Information (one soft copy via email)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if
there is a discrepancy between the wording of any of these copies and the electronic copy provided through
email, the wording of the electronic copy provided through email will have priority over the wording of the
other copies.

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 hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.1.1 As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

3.1.1.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, 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

The arrangement must meet all mandatory technical criteria specified in the table below. The Suppliers must provide the necessary documentation to demonstrate compliance.

Any arrangement which fails to meet any of the mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

Definitions

- 1. Senior leadership positions in the Canadian private sector (including not-for-profit, non-governmental organizations (NGOs) include:
 - a) Chairs of boards of directors; and
 - b) Chief executive officers and vice presidents (including senior or executive vice presidents) of corporate entities, firms/companies, not-for-profit organizations, or non-government organizations (NGOs).
- 2. Senior leadership positions in a Canadian public sector organization/not-for-profit/academia include:
 - a) Heads or chief executive officers of Crown Corporations (including provincial government enterprises and municipal equivalents);
 - b) Agents and Officers of Parliament;
 - c) Heads and Chairs of government organizations, boards, tribunals or commissions (across all levels of government federal, provincial, territorial or municipal)
 - d) Senior leadership positions, such as EX groups in federal public sector organizations (and equivalents across all levels of government)
 - e) Senior leadership positions in academic institutions, such as Chancellor, President, Vice-President, Governor)

APPENDIX B TO ANNEX A

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the proposal should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

1.0 Mandatory Technical Criteria:

ITEM	CRITERIA	MET	NOT MET	DEMONSTRATED Criteria (Insert Page # of Relevant Information From Proposal\CV)
M1	The Bidder must demonstrate that it has provided executive search services for senior leadership positions in Canadian private sector companies, public sector or not-for-profit organizations/academia with a focus on employment equity seeking candidates (as per article 1.1.1 and article 1.1.2 of the Statement of Work), for a minimum of five (5) consecutive years preceding the closing date of the Request for Proposal. Note: The five (5) consecutive years may include the Bidder's previous existence as a corporate entity before the current firm was created by merger, amalgamation or acquisition.			
M2	The Bidder must demonstrate that the Account Manager to be assigned to the contract has provided executive search services for senior leadership positions in Canadian private sector companies, public sector or not-for-profit organizations/academia with a focus on employment equity seeking candidates (as per article 1.1.1 and article 1.1.2 of the Statement of Work), for a minimum of five (5) consecutive years preceding the closing date of the Request for Proposal			
М3	The Bidder must clearly demonstrate the ability to provide a secure bilingual online environment (must comply with the standard security clauses – see latest version of the Industrial Security Manual).			
M4	The Bidder must clearly demonstrate the ability to provide all communication written and oral in both official languages (English and French).			

M 5	The Bidder must hold a valid organization security clearance level of Reliability with the ability to handle Protected B material.		
М6	The Bidder's employees who will be involved in this work must have a security clearance level of Reliability.		

2.0 Point Rated Technical Criteria:

ITEM	CRITERIA	MAXMIMU M POINTS	POINTS SCALE	DEMONSTRATED EXPERIENCE (Reference Location in Bid)	
RT1.1	The Bidder should demonstrate that it has the experience in the private or public sector to successfully deliver the requirements detailed in Annex A - Sta Work In order to demonstrate the Bidder's experience in the private or public sector/non-for-profit/academia, to successfully deliver the requirements detailed in A - Statement of Work, the Supplier's technical arrangement should include a detailed description of all of the following:				
a) the Bidder's continuous improvement process e.g. performing client satisfaction surveys, implementing lessons learned based on client feedback; 5 No evidence of improvement processes = 0 points Evidence of client satisfaction feedback process = 1 to 3 points Evidence of feedback process and implementation of changes based on lessons learned = 4 to 5 points					

ITEM	CRITERIA	MAXMIMU M POINTS	POINTS SCALE	DEMONSTRATED EXPERIENCE (Reference Location in Bid)
	b) the Bidder's success ratio in filling executive search requests in addition to the Supplier's average time to complete such requests;	5	Less than 65% success within 6 months or success greater than 65% but not within 6 months. = 1 point 65%-75% success rate within 6 months = 2 points 76%-85% success rate within 6 months = 3 points 86%-95% success rate within 6 months = 4 points 96%-100% success rate within 6 months = 5 points	
	c) the Bidder's success ratio in filling executive search requests with diversity and employment equity representation;	15	0% success rate = 0 points Up to 25% success rate = 1 to 5 points 26-50% success rate = 6 to 10 points 51-100% success rate = 11 to 15 points	
	d) the Bidder's areas of expertise and types of executive searches performed;	10	No evidence of executive searches = 0 points Experience in filling C-suite positions = 1 to 7 points Experience in filling leadership positions in the public sector/not-for-profit/academia = 8 to 10 points	
	e) the extent of the Bidder's information sources and network of contacts across Canada; and	10	No evidence of a network of contacts across Canada = 0 points Evidence of a network in major Canadian cities = 1 to 5 points Evidence of a network across all regions of Canada = 6 to 10 points	

ITEM	CRITERIA	MAXMIMU M POINTS	POINTS SCALE	DEMONSTRATED EXPERIENCE (Reference Location in Bid)
	f) what makes the Bidder's organization stand out from their competitors.	15	No evidence of recognition or awards = 0 points Evidence of impartial recognition as an industry leader = 1 to 10 points Evidence of impartial awards or industry ranking = 11 to 15 points	
	recruitment to increase diversity and employm	ent equity repr	successfully completing executive searches for seesentation.	enior leadership positions with a focus on
RT1.2	The Bidder should demonstrate that it has successfully completed five (5) executive searches for senior leadership positions, from the period of January 1, 2015 to March 31, 2020 of which, at a minimum, three (3) were for senior leadership positions in the public or not-for-profit sectors in Canada. For each of the above, the Bidder's technical proposal should include: a) the search period, i.e., start and end dates; b) the name and address of client and name of Account Manager; c) whether the client was in the public, not-for-profit or private sector; d) description of position; e) the services provided by the Bidder; f) strategies to ensure candidate diversity; g) contact name, e-mail address and telephone number of a client reference.*	30	Up to a maximum of 5 points each for up to five (5) executive searches for senior leadership positions. (up to 25 points) An additional 1 point each for up to five (5) executive searches for leadership positions where the resource held the position for one year or more. (up to 5 points)	

ITEM	CRITERIA	MAXMIMU M POINTS	POINTS SCALE	DEMONSTRATED EXPERIENCE (Reference Location in Bid)			
RT1.3	The Supplier should demonstrate that the resource proposed to provide Account Manager services has experience related to the coordination of successful private or public sector executive searches for senior leadership positions, in order to successfully deliver the requirements and perform the services detailed in Annex A - Statement of Work. The Supplier's technical arrangement should demonstrate that the resource proposed to provide Account Manager services has experience related to the coordination of successful private or public sector executive searches for senior leadership positions.						
	The supplier must submit a copy of the curriculum vitae (CV) for the proposed Account Manager.	-	CV Provided.	Mandatory			

ITEM	CRITERIA	MAXMIMU M POINTS	POINTS SCALE	DEMONSTRATED EXPERIENCE (Reference Location in Bid)
	For the proposed Account Manager, the Supplier should submit: A minimum of five (5) successfully completed searches, for which the proposed Account Manager coordinated the services. For each of the five (5) searches, the Supplier's technical arrangement should include: a) the name of the proposed Account Manager; b) the search period, including start and end dates; c) the name and address of the client company or organization, indicating whether the client is in the private sector or the public sector; d) the title, role and responsibilities of the position; e) the description of the position and specialization, including its relative importance, high profile nature or its emphasis on diversity; and f) the reference contact name, email address and telephone number of the client.	25	Up to a maximum of 5 points for each search. (up to 25 points)	
RT2		ch to successfu	I ully deliver the requirements detailed in Annex A - ully deliver the requirements in Annex A - Stateme	

ITEM	CRITERIA	MAXMIMU M POINTS	POINTS SCALE	DEMONSTRATED EXPERIENCE (Reference Location in Bid)
	a) the Bidder's strategy for sourcing potential candidates that will enable it to draw on its expertise in recruiting of executives from employment-equity seeking groups as defined in the Employment Equity Act;	30	Strategy does not include details on sourcing employment equity groups. = 0 points Strategy includes details of broad recruitment efforts for employment equity groups as defined in the Employment Equity Act. = 1 to 20 points Strategy includes details of targeted recruitment efforts for Black people and other racialized groups, Indigenous people and persons with disabilities. = 21 to 30 points	
	b) the challenges the Bidder might expect to encounter in conducting a search in order to develop an inventory of Deputy Minister and Assistant Deputy Minister cadre candidates representing equity-seeking groups as defined in the Employment Equity Act, compared to typical executive searches, including how the Bidder would apply an EE lens and determine whether their skills are suitable to be considered for any number of roles (as opposed to specific roles);	20	Challenges identified do not address the unique government context. = 0 points Challenges identified address the unique government context and how leadership skills required will differ from typical executive searches. = 1 to 10 points Challenges identified address the unique government context and how the leadership skills required will differ from those in the private sector and address how an EE lense will be applied to determine suitability for leadership roles in the federal public service. = 11 to 20 points	
	c) an outline of the detailed work plan of activities with specific milestones and timelines for completion and the names of individuals responsible for those activities	10	Plan includes some requested elements but not all = 1 to 5 points Plan includes all requested elements (i.e. milestones timelines and responsible persons identified) = 6 to 10 points	

ITEM	CRITERIA	MAXMIMU M POINTS	POINTS SCALE	DEMONSTRATED EXPERIENCE (Reference Location in Bid)
	d) details of the methodologies the Bidder will take to assess whether candidates from the private sector/public sector/not-for-profit/academia have the experience or willingness to learn to adapt to the unique leadership context of public sector, including working with Ministers and stakeholders; including but not be limited to, interviews, reference checks and psychometric assessments.	20	Methodologies do not address the assessment of how external candidates would adapt to the unique context of the public sector = 0 points Methodologies limited to external candidates' relevant experience to adapt to the unique context of the public sector. = 1 to 10 points Methodologies allow for the assessment of experience and willingness to learn to adapt to the unique leadership context of the public sector. = 11 to 20 points	
	e) the approach the Bidder will use to ensure its search and inventory management processes are efficient and cost effective and the inventory remains current.	20	Approach includes elements to ensure efficient and cost effective management of the inventory = 0 to 10 points Approach includes elements to ensure efficient and cost effective management of the inventory and that the inventory remains current = 11 to 20 points	
	f) the approach the Bidder would take to provide advice on individualized onboarding support to candidates appointed from the inventory.	30	Approach does not include details on onboarding support to candidates = 0 points Approach includes details on generic onboarding advice to support to candidates. = 1 to 20 points Approach includes details of individualized onboarding support to candidates. = 21 to 30 points	
	TOTAL POINTS AVAILABLE: 245			
	MINIMUM POINTS REQUIRED: 172 (70%)			

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price 70/30

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum pass mark proposed for each resource (listed in each table) for the technical evaluation which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated aggregate price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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.

Example:

		BIDDER 1	BIDDER 2	BIDDER 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30
Combined Rated	·	84.14	73.15	77.7
Over all Rating		1st	3rd	2nd

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 declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

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 provided 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 property agreement of the <u>Ineligibility and Suspension Policy</u> (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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

The contractor must, at all times during the performance of the Contract, Standing Offer or Supply Arrangement, maintain a valid Designated Organization Screening (DOS) issued by Public Services and Procurement Canada – Industrial Security Program.

The contractor must maintain a valid Document Safeguarding Capability (DSC) at the PROTECTED B level issued by Public Services and Procurement Canada – Industrial Security Program.

The contractor and/or its employees must EACH maintain a valid RELIABILITY STATUS, issued by Public Services and Procurement Canada – Industrial Security Program and approved by the Privy Council Office.

The contractor and/or its employees MUST NOT have unescorted access to Privy Council Office and/or Prime Minister's Office premises. The contractor(s) must, at all time, be escorted on the Privy Council Office and/or Prime Minister's Office premises by the project authority or by a suitable replacement appointed by the project authority."

The contractor and/or its employees MUST NOT remove any CLASSIFIED information or assets from the identified work site(s).

The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Privy Council Office.

The contractor and its employees must comply with the provisions of the:

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

6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

6.1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code - Country

6.1.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010B</u> (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Non-Disclosure Agreement

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year 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 30 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Adam Rouleau

Title: Senior Contracting Officer

Privy Council Office

Directorate: Logistics and Special Projects

Address: 85 Sparks Street, 301 Telephone: 613-947-0426

E-mail address: adam.rouleau@pco-bcp.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.

6.5.2 Project Authority

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

The Project Authority for the Contract is:

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.

6.5.3 Contractor's Representative

Contact Name: Telephone: Facsimile: E-mail address:

6.6 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> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm per diem as detail in Annex "B". Customs duties are excluded and Applicable Taxes are extra.

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

6.7.2 Travel and Living Expenses – National Joint Council Travel Directive

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 allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

, ·
All travel must have the prior authorization of the Project Authority.
All payments are subject to government audit.
Estimated Cost: \$

6.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$______.
 Customs duties are excluded and Applicable Taxes are extra.
 - 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, which ever comes first.
 - 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Instruction to contracting officers: Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.

Each invoice must be supported by: a copy of time sheets to support the time claimed; a copy of the release document and any other documents as specified in the Contract; a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; a copy of the monthly progress report.

Invoices must be distributed as follows:

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

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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>2010B</u> (2020-05-28), General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex C, Security Requirements Check List;
- (e) Annex D, Non-disclosure Agreement; and
- (f) the Contractor's bid dated _____ (*insert date of bid*).

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A"

STATEMENT OF WORK

1.0 TITLE

Inventory of potential candidates representing employment equity groups for the Deputy Minister and Assistant Deputy Minister cadre.

1.1. OBJECTIVES

To establish and maintain on an ongoing basis an inventory of qualified and interested Black people and other racialized groups, Indigenous people, as well as persons with disabilities, from outside the federal public service for the Government of Canada to consider for the Deputy Minister and Assistant Deputy Minister cadre.

1.2. BACKGROUND, ASSUMPTION AND SPECIFIC SCOPE OF THE REQUIREMENT

The Federal Public Service is stronger and most effective when it reflects the diversity of the Canadians it serves. While progress has been made in recent years to achieve gender parity in the senior leadership community, there is more progress to be made in increasing representation of Black people and other racialized groups, Indigenous people, as well as persons with disabilities.

Deputy Ministers and Associate Deputy Ministers

A Deputy Minister is the functional head of a department in the Government of Canada. They take direction from a Minister of the Crown and are responsible for that department's day-to-day operations, budget, policy and program development as well as collaboration with other Deputy Ministers on horizontal issues cutting across various departments. The working relationship between a Deputy Minister and the Minister is particular to the government context and individuals from outside the public sector will require similar experience or an ability to learn to adapt to the context. Associate Deputy Ministers occupy the most senior public service positions within a department after Deputy Ministers and have a direct functional reporting relationship to the Deputy Minister.

Deputy Ministers and Associate Deputy Ministers are chosen by the Prime Minister, on the advice of the Clerk of the Privy Council. They are formally Governor in Council (GiC) appointments made by the Governor General on the advice of the Queen's Privy Council for Canada represented by the Cabinet, and serve at pleasure. The GiC sets their remuneration.

Assistant Deputy Ministers

Assistant Deputy Minister positions are located one hierarchical level below the Deputy Minister or Associate Deputy Minister levels and have significant executive managerial or executive policy roles and responsibilities or other significant influence on the direction of a department or agency. They are appointed as public servants under the *Public Service Employment Act*. They are responsible and accountable for exercising executive managerial authority or providing recommendations and advice on the exercise of that authority. For example, Assistant Deputy Ministers may be responsible for:

 managing programs authorized by an Act of Parliament, or an Order-in-Council, or major or significant functions or elements of such programs;

- b) managing substantial scientific or professional activities;
- c) providing recommendations on the development of significant policies, programs or scientific, professional or technical activities; and
- exercising a primary influence over the development of policies or programs for the use of human, financial or material resources in one or more major organizational units or program activities in the Public Service.

Assistant Deputy Minister and Associate Assistant Deputy Minister roles vary in terms of subject matter expertise. For this mandate in particular, individuals with backgrounds in corporate (Finance, HR, IT) and science, among others are required. These individuals would have the following skills sets:

- External-facing operational jobs that require the ability to manage people, programs and issues with significant impact on the lives and affairs of stakeholders and Canadians;
- External-facing technical jobs that require broad and deep knowledge of a field with significant impact on the lives and affairs of stakeholders and Canadians;
- Internal to government jobs that require ability to manage functions with significant impact on the internal operations of the organization.

It has been determined that talent sourcing will lead to the identification of an inventory of interested, high-potential candidates representing employment equity groups from outside the federal public service who have senior leadership abilities, competencies and C-Suite executive management experience needed to succeed in any number of deputy minister and assistant deputy minister roles and who can add to the diversity of the most senior cadres in the public service. It is expected that the Privy Council Office (PCO) and other departments and agencies of the Government of Canada may draw on that inventory for future appointments.

It is anticipated that after initial creation of the inventory, it would need to be updated every two months.

2.0 Reference Documents

Applicable reference documents pertaining to GiC appointments and deputy ministers can be found at the following websites:

- a) Open and Accountable Government 2015
 https://pm.gc.ca/en/news/backgrounders/2015/11/27/open-and-accountable-government
- b) Guidance for Deputy Ministers https://www.canada.ca/en/privy-council/services/publications/guidance-deputy-ministers.html
- c) Terms and Conditions Applying to Governor in Councll Appointees https://www.canada.ca/en/privy-council/programs/appointments/governor-council-appointments/compensation-terms-conditions-employment/terms-conditions.html
- d) Salary Ranges for Deputy Ministers
 https://www.canada.ca/en/privy-council/programs/appointments/governor-council-appointments/compensation-terms-conditions-employment/salary-ranges-performance-pay.html

Applicable reference documents pertaining to Assistant Deputy Ministers can be found at the following websites:

- a) Policy on the Management of Executives https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25583
- b) Salary Ranges for Assistant Deputy Ministers
 https://www.canada.ca/en/privy-council/programs/appointments/governor-council-appointments/compensation-terms-conditions-employment/salary-ranges-performance-pay.html

Applicable documents pertaining to Employment Equity can be found at the following websites:

- a) Employment Equity Act https://laws-lois.justice.gc.ca/eng/acts/e-5.401/
- b) Treasury Board Directive on Employment Equity, Diversity and Inclusion https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32635§ion=html
- c) Canadian Human Rights Act http://laws-lois.justice.gc.ca/eng/acts/H-6/FullText.html
- d) Official Languages Act http://laws-lois.justice.gc.ca/eng/acts/O-3.01/FullText.html
- e) Accessible Canada Act

https://laws-lois.justice.gc.ca/eng/acts/A-0.6/

f) Employment Equity in the Public Service of Canada for Fiscal Year 2018 to 2019, TBS

https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service/employment-equity-annual-reports/employment-equity-public-service-canada-2018-2019.html

3.0 SCOPE OF WORK

Services to develop and help maintain an inventory of potential candidates for consideration by the Privy Council Office (PCO), the Office of the Chief Human Resources Officer (OCHRO) and other government departments for possible appointments to senior leadership positions in the deputy minister and assistant deputy minister cadres pursuant to this contract include:

- a) Tasks/Technical Specifications for Inventory Development;
- b) Identification and Screening for the Inventory; and
- c) Reporting.

3.1. Tasks/Technical Specifications for Inventory Development

The Contractor must:

3.1.1. Work with the Project Authority to develop an in-depth understanding of the requirements, qualifications, experience, knowledge and personal suitability factors that would be selection criteria essential or desired related to deputy minister and assistant deputy minister cadres.

This will involve consultations with both PCO and the Office of the Chief Human Resources Officer (OCHRO). PCO, more precisely, the Senior Personnel Secretariat will be provide direction regards to the Deputy Minister community whereas OCHRO will provide direction on the Assistant Deputy Minister cadre.

It is estimated that an average of 3-5 candidates will be assessed monthly.

- 3.1.2. Present the following for the approval of the Project Authority:
 - a) a strategy for sourcing potential candidates and for contacting them to determine interest and suitability.
 - b) a detailed work plan that will include a list of activities with specific milestones and timelines for completion and the names of individuals responsible for those activities;
 - details of assessment and methodologies, which should include but not be limited to, interviews, reference checks and psychometric assessments, to be used in the potential candidate search process;
 - a description of methods or processes that would be used to identify candidates who
 reflect Canada's diversity, as well as a range of professional backgrounds as determined
 by the Project Authority;
 - e) advice on onboarding support to be offered to candidates appointed from the inventory.
- 3.1.3. After receiving approval from the Project Authority for the work plan as described above, present an initial progress report to the Project Authority within two (2) to four (4) weeks (as determined by the Project Authority) in order to assess the initial progress of the search process in relation to established objectives;
- 3.1.4. Prepare reference material packages to provide to individuals being considered as candidates for inclusion in the inventory (e.g., regarding the role of Deputy Ministers or Assistant Deputy Ministers, basic information on compensation, pensions and other conditions of employment and purpose of the inventory):
- 3.1. 5. Consult with the Project Authority or his/her representative thereafter, no less than on a weekly basis on the progress of the process and any changes required in order to achieve expected results.

3.2. Identification and Screening for the Inventory

In a manner agreed to by the Project Authority, the Contractor must:

3.2.1. Proactively seek out, identify and screen external candidates for initial inclusion in the inventory in line with the established strategy;

- 3.2.2. Receive and screen unsolicited expressions of interest made to the Project Authority on potential candidates identified by the Project Authority to determine suitability for inclusion in the inventory;
- 3.2.3. Determine the level of interest of all candidates for inclusion in being considered for the inventory and answer questions from candidates as appropriate;
- 3.2.4. Support the Project Authority, if requested, to finalize a short-list of candidates for further assessment and consideration by the Privy Council Office directly.

3.3. Reporting

The Contractor must:

- 3.3.1. Create an inventory of individuals that would include information such as: Candidate's name, Professional expertise, Education and Biography and/or Resume
- 3.3.2. Provide the Project Authority with weekly updates throughout the contract period.
- 3.3.3. Provide the Project Authority with a status report every month on the search process, which will provide an overview of the strategy and observations during the period, key activities and results during the period, any data requested by the Project Authority (such as the number of individuals contacted, the number of applicants and referrals, and other information relevant to the search process).

The contractor may be asked to participate in Assistant Deputy Minister selection boards. This work would be billed based on an hourly rate.

4.0 CANDIDATES HANDS-OFF POLICY

The Contractor must maintain a two-year "candidate hands-off' policy. This means that the Contractor cannot approach candidates successfully appointed from the Deputy Minister and Assistant Deputy Minister inventory, for other employment and opportunities for a twenty-four month period after the effective date of the appointment to a Deputy Minister or Assistant Deputy Minister position.

5.0 LANGUAGE OF THE WORK

The Contractor will be required to provide services in both official languages (English and French). The Account Manager must be able to communicate effectively verbally and in writing in both official languages.

6.0 NON-DISCLOSURE AGREEMENT

As the Contractor will have access to confidential and sensitive information the non-disclosure agreement at Annex D must be signed before access to such information is given.

7.0 LOCATION OF WORK AND TRAVEL REQUIREMENTS

The Project Authority is located in Ottawa. The Contractor may conduct the work remotely and will be responsible for providing its own work facilities, and any resources relating to the conduct of this work. Travel may be required.

ANNEX "B"

BASIS OF PAYMENT

Initial Contract

Creation of Inventory

Level of Effort (A)	Fixed Monthly Rate in CAD (B)	Total (A x B=C)
12 Months	\$	\$
Applicable Taxes		\$
TOTAL		\$

Appointments resulting from the inventory

Level of Effort (A)	Fixed Rate per Appointment in CAD (B)	Total (A x B=C)
Number of Appointments	\$	\$
Applicable Taxes		\$
TOTAL		\$

Participation on Selection Boards

Level of Effort (A)	Fixed Hourly Rate in CAD (B)	Total (A x B=C)
Number of Hours	\$	\$
Applicable Taxes		\$
TOTAL		\$

Option Period 1

Creation of Inventory

Level of Effort (A)	Fixed Monthly Rate in CAD (B)	Total (A x B=C)
12 Months	\$	\$
Applicable Taxes		\$
TOTAL		\$

Appointments resulting from the inventory

Level of Effort (A)	Fixed Rate per Appointment in CAD (B)	Total (A x B=C)
Number of Appointments	\$	\$
Applicable Taxes		\$
	TOTAL	\$

Participation on Selection Boards

Level of Effort (A)	Fixed Hourly Rate in CAD (B)	Total (A x B=C)
Number of Hours	\$	\$
Applicable Taxes		\$
TOTAL		\$

Option Period 2

Creation of Inventory

Level of Effort (A)	Fixed Monthly Rate in CAD (B)	Total (A x B=C)
12 Months	\$	\$
Applicable Taxes		\$
TOTAL		\$

Appointments resulting from the inventory

Level of Effort (A)	Fixed Rate per Appointment in CAD (B)	Total (A x B=C)
Number of Appointments	\$	\$
Applicable Taxes		\$
	TOTAL	\$

Participation on Selection Boards

Level of Effort (A)	Fixed Hourly Rate in CAD (B)	Total (A x B=C)
Number of Hours	\$	\$
Applicable Taxes		\$
TOTAL		\$

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

*	Government	Gouvernement	Contract Number / Numero du contrat	
-	of Canada	du Canada	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 À - INFORMATION CONTRACTUELLE Originating Government Department or Organization / 2. Branch or Directorate / Direction générale ou Direction Ministère ou organisme gouvernemental d'origine Senior Personel Secretariat - CLD **Privy Council Office** 3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Brief Description of Work / Brève description du travail To establish and maintain on an ongoing basis an inventory of qualified and interested Black people and other racialized groups, indigenous people, as well as persons with disabilities, from outside the federal public service for the Government of Canada to consider for the Deputy Minister and Assistant Deputy Minister cadre. 5. a) Will the supplier require access to Controlled Goods? Yes ~ Le fournisseur aura-t-il accès à des marchandises contrôlées? Non Oui 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control No Yes Regulations? Non Oui 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? 8. 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' Yes Oui 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) 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. Yes Non Oui 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 PROTEGES et/ou CLASSIFIES n'est pas autorisé. 6. c) Is this a commercial courier or delivery requirement with no overnight storage? No Yes S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Non 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 NATO / OTAN Canada Foreign / Étranger b) Release restrictions / Restrictions relatives à la diffusion All NATO countries No release restrictions No release restrictions Tous les pays de l'OTAN Aucune restriction relative Aucune restriction relative à la diffusion à la diffusion 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): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information PROTECTED A NATO UNCLASSIFIED PROTECTED A PROTÉGÉ A NATO NON CLASSIFIÉ PROTÉGÉ A NATO RESTRICTED PROTECTED B ~ PROTÉGÉ B NATO DIFFUSION RESTREINTE PROTÉGÉ B PROTECTED C NATO CONFIDENTIAL PROTECTED C PROTÉGÉ C NATO CONFIDENTIEL PROTÉGÉ C CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIEL CONFIDENTIEL NATO SECRET COSMIC TOP SECRET SECRET SECRET COSMIC TRES SECRET SECRET SECRET TOP SECRET TOP SECRET TRÈS SECRET TRÈS SECRET

TBS/SCT 350-103(2004/12)

TOP SECRET (SIGINT)

TRÈS SECRET (SIGINT)

Security Classification / Classification de sécurité

Canad'ä

TOP SECRET (SIGINT)

TRES SECRET (SIGINT)



Government Gouvernement of Canada du Canada

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

PART A (con	tinued) / PARTIE A (suite)		
8. Will the sup	oplier require access to PROTECT	ED and/or CLASSIFIED COMSEC information or assets?	No Yes
	eur aura-t-il accès à des renseigne cate the level of sensitivity:	ements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	Non Oui
Dans l'affin	mative, indiquer le niveau de sens		
		sensitive INFOSEC information or assets? ements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes
Le fourniss	eur aura-t-il acces a des renseigne	ements ou a des biens in POSEC de nature extremement delicate?	Non LOU
	s) of material / Titre(s) abrégé(s) d	lu matériel :	
	Number / Numéro du d <mark>ocument :</mark> RSONNEL (SUPPLIER) / PARTIE	B - PERSONNEL (FOURNISSEUR)	
		ed / Niveau de contrôle de la sécurité du personnel requis	
	RELIABILITY STATUS	CONFIDENTIAL SECRET TOP SEC	RET
~	COTE DE FIABILITÉ	CONFIDENTIEL SECRET TRÈS SEC	
	TOP SECRET- SIGINT	MATO CONFIDENTIAL MATO SECRET COSMIC	TOP SECRET
	TRÈS SECRET - SIGINT	NATO CONFIDENTIEL NATO SECRET COSMIC	TRÈS SECRET
	SITE ACCESS		100
	ACCES AUX EMPLACEMENTS	3	
	Special comments:		
	Commentaires spéciaux :		-
		ning are identified, a Security Classification Guide must be provided. aux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	fourni
	screened personnel be used for po	ortions of the work?	No Yes
120000000		e peut-il se voir confier des parties du travail?	Non Oui
	will unscreened personnel be esco affirmative, le personnel en question		No Yes Non Oui
		IE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATI	ION / ASSETS / RENSEIGNER	MEN 15 / BIENS	
11, a) Will the	supplier be required to receive an	nd store PROTECTED and/or CLASSIFIED information or assets on its site or	No Yes
premise	es?		Non Oui
Le four CLASS		t d'entreposer sur place des renseignements ou des biens PROTEGÉS et/ou	
ULMOO	IFIES:		
	supplier be required to safeguard		No Yes
Le foun	nisseur sera-t-ii tenu de proteger d	des renseignements ou des biens COMSEC?	Non Oui
PRODUCTION	ON		
Michigan Company			
		pair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	No Yes
	t the supplier's site or premises?	les à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	Non Oui
	LASSIFIE?	es a la production (labilication es do reparation es du modification) de materiel r NOTE de	
INFORMATI	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
	supplier be required to use its IT sy: tion or data?	stems to electronically process, produce or store PROTECTED and/or CLASSIFIED	No Yes Non Oui
		opres systèmes informatiques pour traiter, produire ou stocker électroniquement des	
renseig	nements ou des données PROTÉG	ÉS eVou CLASSIFIÉS?	
			□ No □Ver
		supplier's IT systems and the government department or agency? le système informatique du fournisseur et celui du ministère ou de l'agence	No Yes
	nementale?	to the state of th	
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ANNEX "D"

NON-DISCLOSURE AGREEMENT

I,, recognize that in the course of my work as an employee or subcontractor of, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and, 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 sucl information in contravention of this agreement.
I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.
I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:
Signature
Date