



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :

louise.curtis@tc.gc.ca

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Comments – Commentaires

Proposal To: Transport Canada

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

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

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

Proposition à : Transports Canada

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

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

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

Title – Sujet	
Services of a subject matter expert in GBA+ considerations in the labour market / Services d'un expert en la matière dans les considérations ACS+ sur le marché du travail	
Solicitation No. – N° de l'invitation	Date
T8080-210475	31 January – 31 janvier 2022
Client Reference No. – N° référence du client	
T8158-210060	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02:00 PM – 14h00	Eastern Standard Time (EST)
on – le 16 February 2022	Heure Normale de l'Est (HNE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Louise Curtis	
Area code and Telephone No. Code régional et N° de téléphone	E-mail Courriel
343-571-8834	louise.curtis@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

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 Security Requirements

There are no security requirements applicable to the contract.

1.2 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work.

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.

1.4 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 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 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Electronic bid:

a. Bids must be submitted to Transport Canada BY EMAIL ONLY to the Contracting Authority at Louise.curtis@tc.gc.ca by the date, time, and place indicated on page 1 of the bid solicitation.

b. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

c. Bidders must submit page 1 of this request for proposal, duly completed, signed and dated, by a person authorized to sign on behalf of the Bidder (Vendor/Firm). As long as the individual signing is authorized, this signature and any other signatures required for this solicitation can be digitally or otherwise signed.

d. Transport Canada has restrictions on incoming e-mail messages, and the maximum message size including all file attachments must NOT exceed 10MB.

e. A bid transmitted by e-mail that gets blocked by the Transport Canada e-mail system, whether for file size or unacceptable content, will be considered not received. It is the responsibility of the Bidder to ensure receipt.

f. The Contracting Authority will only notify the Bidder that the bid and any attachments has been received, but will not comment on nor assess the validity of the total email content.

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 [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](#),

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Louise Curtis

1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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 5 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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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

The Bidder must submit its bid electronically by the date and time of closing identified on page 1.

- a. Canada requests that bidders provide their bid in separately bound sections as follows:
 - i. Section I: Technical Bid One(1) soft copy, Submitted by email;
 - ii. Section II: Financial Bid One(1) soft copy, Submitted by email;
 - iii. Section III: Certifications – Not included in the technical bid, One(1) soft copy, Submitted by email.

The bids must be sent by E-mail to: louise.curtis@tc.gc.ca.

Epost Connect service and facsimile are not accepted by Transport Canada at this time.

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

- a. Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid :
 - i. use a numbering system that corresponds to the bid solicitation;
 - ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

iii. Include a table of contents.

iv. Soft copies will be accepted in any of the following electronic formats:

- Portable Document Format .pdf
- Microsoft Word 97/2000 (.doc)

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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments 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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1- Bid Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T \(2014-06-26\)](#), Evaluation of Price-Bid

4.2 Basis of Selection

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 of 8 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 20 points.
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 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.
8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		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 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

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Combined Rating	84.18	73.15	77.7
Overall 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

5.2.2.2 Status and Availability of Resources

SACC Manual Clause [A3005T](#) (2010-08-16) Status and Availability of Resources.

5.2.2.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience.

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 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____

6.3 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 Manual](#) (<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

[2010B](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of contract award to 30 June 2022.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Louise Curtis
Procurement Specialist

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Louise Curtis

Transport Canada
275 Sparks Street, Ottawa, ON K1A 0N5

343-571-8834
louise.curtis@tc.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 *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative *(to be inserted at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

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 [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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price" OR "firm unit price as specified in Annex "B" for a cost of \$

_____ *insert the amount at contract award*). Customs duties are included 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 Limitation of Expenditure

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

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

6.7.3 Milestone Payments

SACC Manual Clause [H3010C \(2016-01-28\)](#)-Milestone Payments – Not Subject to Holdback

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
 - a. A copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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.

6.9.2 Certification – Contract

SACC Manual Clause [A3015C](#) (2014-06-26), Certifications – 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 supplemental general conditions [4007](#) (2018-01-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2010B](#) (2021-12-02), General conditions: Professional services (medium complexity);
- (d) Annex A, Statement of Work;
- (e) Annex C, Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Insurance

SACC Manual Clause [G1005C](#) (2016-01-28) – Insurance-No Specific Requirement

6.13 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

GBA Plus, NTCF and Transportation Infrastructure Investments

1.0 CONTEXT:

Trade Policy is responsible for the ongoing policy development that informs the National Trade Corridors Fund (NTCF). The NTCF is a competitive, merit-based program targeting transportation investments in assets that support regional connectivity, economic activity, international and internal trade, supply chain fluidity, and projects that strengthen the transportation system's reliability and resilience to climate change and other disruptions. A national program in scope the NTCF recognizes the unique transportation needs of northerners and priorities through dedicated to arctic and northern calls for proposals. This work should do the same.

Disaggregated data helps ensure that and Gender-Based Analysis Plus (GBA+) is evidence based and informed, supporting a comprehensive assessment of the policy, program or initiative's contribution toward the desired objectives of the initiative. Trade Policy is seeking to engage professional services to better understand possible differential impacts of the NTCF and transportation infrastructure investments more broadly on Canadians through a GBA+. Transport Canada's (TC) current evidence base to undertake GBA Plus is limited and analysis is often only able to incorporate employment data from transportation and warehousing sectors. This data is aggregated at a high level and is often unable to contribute to a comprehensive understanding of the gendered and intersectional impacts of transportation infrastructure investments made under the NTCF.

At this time, NTCF recipients are not required to provide data that could support GBA+ at the application phases (e.g., expression of interest and comprehensive project proposal) or in the performance reporting for funded projects. As a result, TC's understanding of the gendered and intersectional¹ impacts of these projects is limited and cannot be tracked at the project or program level. *Through this work, TC seeks to establish a current and reliable evidence base for GBA+, to improve GBA+ reporting at the program level and inform future reporting requirements under the NTCF. It seeks to accomplish this in a manner that balances the administrative burden on proponents with TC's ability to undertake comprehensive GBA+ of the NTCF.*

2.0 OBJECTIVES:

Transport Canada requires the services of a subject matter expert to complete the following two objectives for this project:

:

- Build an inventory of current relevant statistics that can be disaggregated by gender, race, age etc. in order to support intersectional GBA+² consideration of transportation infrastructure investments and the NTCF.
- Compile best practices and examples from the public and private sectors (both international and domestic) of the application of GBA+ indicators to transportation infrastructure projects(e.g., Rio Tinto International has a detailed guide to applying GBA Plus in their projects internationally).

¹ An intersectional approach helps to assess the potential impacts – positive or negative – of initiatives based on their multiple identity factors, enabling the identification of risks, and potential challenges at an early stage and create mitigation strategies. Identity factors can include: sex, gender, ethnicity, religion, age, disability, geography, culture, income, sexual orientation, education, and race. https://women-gender-equality.canada.ca/gbaplus-course-cours-acsplus/eng/mod02/mod02_03_01a.html

² Transport Canada provide existing research and statistics as a starting point. Objective is deliberately broad to allow for the expertise and recommendation of a qualified researcher to be included.

2.1 SPECIFIC OBJECTIVES TO INCLUDE:**2.1.1 SCOPE OF WORK:**

- Environmental scan to compile a list of Canadian statistical and analytical sources to form an evidence base for future GBA+ work undertaken by TC
- Literature review to identify best practices for the application of GBA+ to transportation infrastructure projects, including the pre-construction, construction and operational phases of projects
- Consultations with industry (e.g., businesses in the transportation, warehousing, or construction sectors) and respective associations regarding the application of GBA+ analysis to investments/projects

2.1.2 KEY QUESTIONS TO BE CONSIDERED:

- What are the disaggregated data sources available to TC to build an evidence base for GBA+?
- Are these sources publically available? Does TC need to purchase these data sets? How frequently are these sources updated?
- Do the disaggregated data sets apply to all stages of transportation infrastructure projects (e.g., design/pre-construction, construction and operating)?
- Are there any gaps in the data?
- Are there established international GBA+ metrics and/or best practices that are applied to transportation infrastructure projects?
- Do other countries or levels of government within Canada collect GBA+ metrics from project proponents to assess the impacts of transportation infrastructure investments on different demographics?
- Who should be involved in gathering and analyzing the data?
- How can qualitative data be used to inform GBA+?

2.1.3 TASKS:

- Review literature available from public sources that identify best practices related to the GBA+ metrics and data collection and identify data gaps
- Review and summarize any public federal, provincial, territorial and municipal guidance and best practices related to GBA+ metrics and data collection for transportation and/or infrastructure projects
- Review and summarize any significant private sector best practices and guidance related to GBA+ metrics and data collection for transportation and/or infrastructure projects
- Identify and compile a list of potential performance indicators to assess the GBA+ impacts of transportation infrastructure investments
- Prepare a Key Finding Report of the identified issues from the literature review of relevant, best practices for GBA+ metrics and data collection
- Provide guidelines to NTCF applicants guide

3.0 OUTPUTS/DELIVERABLES:

The final deliverable of this project will consist of a written report in both hard copy and electronic format to Transport Canada Trade Policy directorate.

All written deliverables must be submitted to the Project Authority in MS Word, PowerPoint and/or Excel format. Documents submitted in hard copy must be accompanied by corresponding electronic files. Any

quantitative analysis done for the estimates should be also provided in Excel. All associated tools and full listing of reference materials/bibliographies and data sources are to be provided by the contractor.

- Provide Key Findings Report that includes a list a recommended data sources for TC to access and monitor and identifies potential performance indicators to assess the GBA+ impacts of transportation infrastructure investments (Draft Final Report)
- Provide a summary of consultation outcomes (brief notes of key findings from consultations)
- Provide a bibliography of documents reviewed and PDF copies of all reports obtained publicly
- Provide guidelines for adding GBA+ to NTCF application/evaluation process

4.0 CONTRACT PERIOD:

4.1 WORK SCHEDULE:

Proposed Timelines

- Informal Presentation of Preliminary Findings (**1 May 2022**)
- Draft Report (**1 June 2022**)

Within 5 working following awarding of the contract, a kick-off meeting will be arranged by conference call with the Project Authority to discuss the Statement of Work, the Project Authority's expectations, and the Contractor's work plan and work schedule.

The Contractor will be required to check in with the Project Authority every week to update on progress of the contract and raise any issues requiring clarification.

A written **draft report** will be submitted to the Project Authority no later than **1 June 2022**. Within 14 days from receipt, the Client will provide comments on the Draft Final Report. The Contractor is to be available to discuss the report by conference call within 2 weeks with the Project Authority.

The **Final Report** shall be submitted to the Client no later than **15 June 2022**. The Client will respond on the acceptability of the Final Report within 3 days from receipt with any final questions or comments so any necessary revisions can be completed by **22 June 2022**.

5.0 PLACE OF WORK:

The contractor will not work on site at TC

6.0 TRAVEL:

N/A, travel and living expenses are not anticipated in the performance of the described activities. The contractor and TC will hold teleconferences with regional staff and headquarters. Any travel undertaken by the Contractor will be at their own cost.

7.0 LANGUAGE REQUIREMENT:

The deliverable will be in English

8.0 ACCESSIBILITY:

The final product must adhere to common accessibility standards.

9.0 SECURITY REQUIREMENTS:

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The Contractor is only reviewing publicly available items and will not access TC's IM/IT infrastructure. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply. The Contractor will not have or require unescorted access to restricted areas. The Contractor will not have access to, produce, store or remove information deemed as sensitive in nature.

10.0 INTELLECTUAL PROPERTY:

Transport Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Where the main purposes of the Crown procurement contract or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

11.0 METHOD AND SOURCE OF ACCEPTANCE:

All deliverables rendered under any contract are subject to inspection by the Departmental Representative. Should any deliverables not be to the satisfaction of the Departmental Representative, the Departmental Representative shall have the right to reject it or require correction before the last payment is authorized.

12.0 CONFIDENTIALITY REQUIREMENT:

The Contractor shall:

not reproduce, in any form, any portion of the documentation or demonstration considered proprietary by Transport Canada; hold in strictest confidence all confidential information received and agrees not to disclose such information to any person other than those direct members of the proposal response team as necessary; take all precautions in dealing with the information so as to prevent any unauthorized person from having access to such confidential information.

The term "confidential information" means all information (whether oral, written or computerized) that is identified orally or in writing as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Contractor.

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ANNEX "B" - BASIS OF PAYMENT

The Contractor will be paid a firm price for the work, customs duties included and Applicable Taxes extra.

Travel and Living expenses

Canada will not reimburse any travel or living expenses associated with performing the Work.

Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestone Payments detailed in Table 1 below if all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada. The Bidder shall propose the amount of each instalment in the space provided. The Bidder may, at its discretion, consolidate Milestones into fewer Milestones as long as the payment percentages and number of deliverables are respected.

Table 1. Schedule of Milestone Payments

Milestone No.	Description of Deliverable	Completion Date/Due Date	Firm Amount
1	Project Methodology - detailed methodology completed in consultation with contractor. Microsoft Word, PPT	2 weeks after initial kick off meeting	\$ _____ <i>amount to be inserted by Bidder</i>
2	Key findings report – initial report summarizing work to date, key baseline data analysed and key findings of relevance. Microsoft Word, PPT, Excel	May 1, 2022	\$ _____ <i>amount to be inserted by Bidder</i>
3	Draft Report – a draft final report responding to project statement of work that follows methodology. Contractor will review and provide comments. Microsoft Word, PPT, Excel	June 1, 2022	\$ _____ <i>amount to be inserted by Bidder</i>
4	Final Report – final report, contractor will provide comments and sign off once completed. Format: Microsoft Word, PPT, Excel	June 15, 2022	\$ _____ <i>amount to be inserted by Bidder</i>
Total Firm Price: <i>(Total Evaluated Cost)</i>			\$ _____
			Applicable Taxes Extra

ATTACHMENT 4.1 - Evaluation Grid and Guidance**1. Technical Evaluation criteria**

Proposal compliance will be evaluated on the basis of the following mandatory and rated requirements. Bidders must provide necessary documentation to support compliance. Bidders are also advised to refer to Part 3, Section 1 - Technical Bid.

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

Table 1: Required format to demonstrate experience

Work experience or project experience performed in the last ten (10) years and used to demonstrate compliance for the evaluation criteria must be presented using the format of this table

If the Bidder cites a project, the project and the work period of the resource must have lasted at least two (2) months.

- a. The name of the client organization;
- b. The date, duration of the work or project, indicating the years and months in which the proposed resource participated;
- c. A description of the project, including its scope, and the results of the work undertaken by the proposed resource;
- d. A description of the activities carried out by the proposed resource;
- e. A brief description of the methodology or methodologies used; and
- f. The name, title and email address of a contact person in the client organization who can validate the projects or experience.

For work experience to be considered, the resume must not simply indicate the title of the individual's position, but must demonstrate that the individual has the required work experience by describing the responsibilities and work performed while in the position in question. When multiple tasks are performed simultaneously, Bidders must provide the timeline for each task.

Bidders are also advised that if the month(s) or year(s) of experience listed for one project overlap(s) the timeframe of another referenced project, the overlapping time will only be counted once. For example, if the timeframe for Project 1 is from July 2001 to December 2001 and the time frame for Project 2 is from October 2001 to January 2002, the total number of months of experience for these two projects is seven (7) months.

2.0 Mandatory Technical Criteria (M)

The Mandatory Technical Criteria listed below will be evaluated on a simple met/not met (i. e. compliant/non-compliant) basis.

Each Mandatory Technical Criterion should be addressed separately. Proposals that do not meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

Proposals must demonstrate compliance with all Mandatory Technical Criteria and must provide the necessary documentation to support compliance.

No.	Mandatory Technical Criteria	Bidder Response / Cross Reference to Proposal and/or CV	Met / Not Met
M1	<p>BIDDER'S TEAM</p> <p>The Bidder must provide a team of at least 2 resources that will carry out the work, including the team member who will be the Project Manager/Team Lead for this project.</p> <p>For each proposed resource, the bidder must include:</p> <ul style="list-style-type: none"> - A resume with at a minimum the resource's education, chronological employment history, fields of expertise and relevant experience. - The roles and responsibilities of that resource on the project 		
M2	<p>PROJECT MANAGER/TEAM LEAD QUALIFICATIONS</p> <p>The Bidder must demonstrate that the Project Manager / Team Lead has the following qualifications:</p> <p>A) At least two (2) projects completed in the last five (5) years in analysis and research in the following two (2) areas:</p> <ol style="list-style-type: none"> 1. Gender Based Analysis + 2. Trade, transportation or infrastructure industry analysis <p>Use the Table 1 format to demonstrate your qualifications</p>		
M3	<p>TEAM MEMBER QUALIFICATIONS</p> <p>The Bidder must demonstrate that the team member(s) has(have) the following qualification:</p> <p>B) At least one (1) project completed in the last five (5) years in analysis and research in the following two (2) areas:</p> <ol style="list-style-type: none"> 1. Gender Based Analysis + 2. Trade, transportation or infrastructure industry analysis <p>For a minimum total of 2 (two) projects.</p> <p>Use the Table 1 format to demonstrate your qualifications</p>		
M4	<p>EXPERIENCE OF BIDDER TEAM</p> <p>The Bidder must demonstrate that it has completed at least four (4) multidisciplinary economic analysis research projects within ten (10) years of the RFP closing date.</p> <p>Completed means that the research has been completed and compiled, data and information has been analyzed, results have been obtained and a report has been prepared.</p> <p>The projects and the contribution of the member(s) of the proposed team must be presented using the Table 1 format.</p>		

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M5	<p>WORK PLAN</p> <p>The Bidder must submit a draft work plan demonstrating how it will complete the project tasks and the deliverables as described in the Statement of Work. The following information must be included:</p> <p>(a) The Bidder's approach, including potential methodology(ies) for the project;</p> <p>(b) The project management structure;</p> <p>(c) Details of the complete quality control strategy for research, analysis and reporting.</p>		
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Point Rated Technical Criteria

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

The following will be used to evaluate the Point Rated Technical Criteria.

No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Bidder Score
R1	<p>TEAM LEAD/PROJECT MANAGER EXPERIENCE</p> <p>The bidder must demonstrate in the format shown in Table 1 that the proposed Project Manager/Team Lead identified in M2 has conducted analytical research within the last five (5) years in the areas of</p> <p>-Gender Based analysis + and -Trade, transportation or infrastructure industry analysis Or a combination of these two topic areas.</p> <p>Rating scale: One point for each project listed, maximum 6 projects.</p>		6	
R2	<p>BIDDER'S TEAM (OTHER THAN THE TEAM LEAD) PROJECT EXPERIENCE</p> <p>The Bidder must demonstrate in the format of Table 1 that the team member(s) identified in M3 completed research in the following qualification subject area:</p> <p>one (1) project completed in the last five (5) years in analysis and research in the following two (2)</p>		6	

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	<p>areas: 1. Gender Based Analysis + 2. Trade, transportation or infrastructure industry analysis Or a combination of these two topic areas.</p> <p><u>Rating scale:</u> One point for each project listed, maximum 6 projects.</p>			
R3	<p>WORK PLAN</p> <p>Proposed Approach and Methodology</p> <p>The proposed Approach and Methodology should meet the objectives and tasks identified in the SOW.</p> <p><u>Scoring Grid</u></p> <p>The Approach and Methodology will be assessed based upon the fulfillment of the four (4) following requirements up two (2) points per requirement:</p> <p>i) It is robust enough to achieve the results.</p> <p>ii) Outlines the type and number of resources used for each task.</p> <p>iii) Includes measures to assure quality control</p> <p>iv) Clearly identifies the time required to accomplish each task</p> <p>-One (1) point for Clarity (how clearly the plan demonstrates that it meets the requirement); -One (1) point for Effectiveness (the ability of the plan to demonstrate that it meets the requirement).</p>		8	
Maximum available points		20		
Minimum overall points required		8		
Bidder score (*)			Met: <input type="checkbox"/>	Not Met: <input type="checkbox"/>

(*) Overall technical score: This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes.

Reference checks may be completed if deemed necessary. The reference must confirm that the Bidder has provided the services stated.

ATTACHMENT 5.1 - COVID-19 Mandatory Contractor Vaccination Certification Form

Please complete the required information in the document hereunder.

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I, _____, as the representative of _____, pursuant to Contract no. _____ with Transport Canada, warrant and certify that all personnel, including any subcontracted personnel, that _____ will provide on this Contract who access federal government workplaces within Canada will be:

- fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- subject to accommodation and mitigation measures as of November 15, 2021, that have been presented to and approved by Canada. This applies to personnel that are unable to be vaccinated due to a medical contraindication, religion, or other prohibited grounds of discrimination under the Canadian Human Right Act; until such time that Canada indicates that the mandatory vaccination requirements of the Government of Canada are no longer in effect. Alternatively, I warrant and certify that:
- no personnel, including subcontractors and their personnel, will require any access to federal government workplaces for the performance of this Contract. This includes temporary access, such as the access required for in-office delivery, installation or repair of goods, equipment or supplies.

I further certify that all personnel provided by _____ have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada reserves the right to declare the Contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada may constitute a default under the Contract.

Title: _____
Telephone Number: _____
Email: _____

Signature: _____
Date: _____

Note: While Canada reserves the right to ask for additional information at a later date to verify the certifications, please do not submit any personal information pertaining to your resources or employees, including proofs of vaccination, the name of an affected personnel, or any specifics about an individual's medical contraindications, disability or religious grounds through this certification request.

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.