

REQUEST FOR PROPOSAL (RFP) – COVER SHEET

Title: Employment Systems Review (ESR) for Infrastructure Canada (INFC)

Solicitation No. – N° de l'invitation
INFC-2021/22-PS3516

Date of RFP: December 31, 2021

Procurement Officer: ROBERT LABRIE

Address for proposal delivery:

Bids must be sent via email only to: procurement-approvisionnement@infc.gc.ca

Solicitation closes on : **February 15th, 2022 @ 2:00pm E.S.T.**

Infrastructure Canada (INFC) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender. The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. INFC will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.

Neither the qualifying proposal that scores the highest points nor the one that contains the lowest cost will necessarily be accepted. INFC reserves the right to accept any proposal, as submitted without prior negotiations.

This Request For Proposal consists of the following:

- This cover page;
- Part 1 GENERAL INFORMATION;
- Part 2 BIDDER INSTRUCTIONS;
- Part 3 BID PREPARATION INSTRUCTIONS;
- Part 4 EVALUATION PROCEDURES AND BASIS OF SELECTION;
- Part 5 CERTIFICATIONS;
- Part 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS; and
- Part 7 RESULTING CONTRACT CLAUSES

Bidder's Signature: The Bidder's signature indicates acceptance of the terms and conditions governing this RFP and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood all terms and conditions in this RFP contained in the documents or incorporated by reference.

Signature

Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Terms of Payment, the Security Requirements Checklist.

1.2 Summary

The ESR will:

1. Identify, examine and address systemic and attitudinal barriers including those entrenched in current employment systems, policies, and practices that may impede employment opportunities of the four designated groups: women, Indigenous persons, members of visible minorities and persons with disabilities; as well as members of LGBTQ2+ communities.
2. Examine employment systems in the following areas: recruitment, selection, hiring or appointments, assignments, deployments and transfer, training and development, promotion, retention, termination of employment, and reasonable accommodations for persons with disabilities.
3. Make recommendations to address identified gaps.

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 [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.

2.2 Submission of Bids

Bids must be submitted only to infprocurement-provisionnement.inf@canada.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, courier, postal mail, or ePost Connect service will not be accepted.

Canada reserves the right to:

- a) cancel the bid solicitation at any time;
- b) reissue the bid solicitation;
- c) if only one responsive bid is received, negotiate with the sole responsive Bidder to ensure best value to Canada;
- d) reject a bid if the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period; and
- e) reject a bid if evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid.

Where Canada intends to reject a bid pursuant to a provision of this subsection, the Contracting Authority will so inform the Bidder and provide the Bidder ten calendar days within which to make representations, before making a final decision on the bid rejection.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only via email to infprocurement-provisionnement.inf@canada.ca with the solicitation number **(INFC-2020/21-PS2878)** in the subject heading. Failure to comply with this requirement may result in the bid being declared non-responsive.

2.3 Former Public Servant

2.3.1 Definitions

For the purposes of this clause,

“fee abatement formula” means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*.

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

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

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

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

2.3.2 Former Public Servant in Receipt of a Pension

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

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

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

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

2.3.3 Workforce Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00 (Canadian dollars), including Applicable Taxes.

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service, facsimile, postal mail, or courier will not be accepted.

Canada requests that the Bidder submits its bid in accordance with article 2.2 of this RFP. The Bidder must provide its bid in a single transmission. Canada's email servers have the capacity to receive emails up to 20MB in size with multiple documents, up to 4MB per individual attachment.

Canada requests that the Bidder provides their bid in separate sections, each with their own file as follows:

- Section I: Technical Bid (1 soft copy in PDF format)
- Section II: Financial Bid (1 soft copy in PDF format)
- Section III: Certifications (1 soft copy in PDF format)
- Section IV: Additional Information (1 soft copy in PDF format)

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

3.1.1 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below.

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.4 Section III: Certifications

Bidders must submit the certifications and additional information required under article 2.3 of this RFP, those in Part 5 of this RFP, and the completed and signed cover page to this RFP.

3.1.5 Section IV: Additional Information

3.1.6 Security Clearance of Proposed Resources

The Bidder must provide all the following information for each proposed candidate by bid closure in order for Canada to assess the security requirements:

- name of the individual (as it appears on the security clearance application form);
- date of birth;
- validity period of security clearance obtained;
- security screening certificate and briefing form file number (if available); and
- name of the entity under which the security clearance was obtained (if available).

3.1.7 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 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 by bid closure:

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

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

3.2 Accessibility

In accordance with the Treasury Board Contracting Policy and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must, in their technical bid:

- (i) demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

Attachment 1 to Part 3 – Pricing Schedule

- 1.0 The Bidder must complete this pricing schedule (below) and include it in its financial bid.
- 2.0 All amounts in both tables in the Pricing Schedule must be stated in the same currency. If a currency other than Canadian dollars are stated, those amounts will be converted to Canadian dollars based on the Bank of Canada's daily exchange rate on the date of bid closure.
- 3.0 Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

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

- 1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price of \$_____ [bidder to insert total amount, including other direct charges], Goods and Services Tax, Harmonized Sales Tax are extra, if applicable.
- 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 Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

Schedule of Deliverables	Bidder Price
Completion, delivery and acceptance of Deliverables 1 and 2 – Project Work Plan and Methodology (15% of total professional fees)	\$
Completion, delivery and acceptance of Deliverables 3 to 8 – Organizational Review activities (30% of total professional fees)	\$
Completion, delivery and acceptance of Deliverables 9 to 12 – Employment Systems Review Report activities (5% of total professional fees)	\$
Completion, delivery and acceptance of Deliverable 13 – Implementation (40% of total professional fees)	\$
Completion, delivery and acceptance of Deliverables 14 and 15 – Close Out (10% of total professional fees)	\$
Other Direct Charges (include breakdown):	\$
Total Bidder Price (Sum of all Deliverables + Other Direct Charges)	\$

Currency of Bid: [bidder to declare in its financial bid]

The bidder confirms that the items identified above will be delivered to the address and according to delivery requirements indicated in Section 6.10 Invoicing Instructions.

Bidders who submit a quote agree to be bound by the instructions, clauses and conditions of this request for proposal and accept the clauses and conditions of the resulting Contract.

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 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

Please refer to Annex C.

4.1.1.2 Point Rated Technical Criteria

Please refer to Annex C.

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0027T , Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - b. comply with all the requirements of the bid solicitation; and
 - c. meet all mandatory criteria; and
 - d. obtain the required minimum of 158 points overall for the technical evaluation criteria which are subject to point rating. (The rating is performed on a scale of 225 points.)
2. Bids not meeting (choose "(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 90 % for the technical merit and 10 % 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 90 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 10 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating. 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.
7. In the event that two responsive bids have the same overall rating, the bid with the most points from the technical evaluation will be awarded the contract.

4.2.2 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

ATTACHMENT 1 to PART 4, Project Reference Form

Please replicate this form for all project references

Project Reference Form			
Bidder Name		Name of Proposed Resource	
Client Identification	Project Title		
	Organization		
	Client Contact Name		
	Title		
	E-Mail Address		
	Telephone number		
	Contract period		
Brief Project Summary			
Role of the proposed resource and relevant duties performed.			
Items below are for INFC Evaluation Purposes Only			
1. The project is an Employment Systems Review completed within the last 10 years		<input type="radio"/> Yes	<input type="radio"/> No
2. The project is based on the requirements outlined by the Canadian Human Rights Commission.		<input type="radio"/> Yes	<input type="radio"/> No
3. Project includes at least six of the following nine employment systems: a. Recruitment b. Selection c. Hiring d. Development e. Training f. Promotion g. Retention h. Termination i. Accommodation		<input type="radio"/> Yes	<input type="radio"/> No
4. The reference was contacted and provided the following descriptor to describe how their expectations for the project were met in terms of overall quality.		<input type="radio"/> Yes <input type="radio"/> No Met / Not Met / Exceeded If Not Met, explain why:	

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. Attachment 2 to Part 5 has been included to this solicitation to simplify the submission of this information to INFC by bid closure for Bidders.

5.1.2 Certificate of Independent Bid Determination

The Certificate of Independent Bid Determination at Attachment 1 to Part 5 has been developed by the federal Competition Bureau for use by tendering authorities when calling for bids, tenders or quotations. The purpose of this document is to deter bid-rigging by requiring bidders to disclose, to the tendering authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding a tender call.

5.1.3 Additional Certifications Required with the Bid

5.1.3.1 Indigenous Business Certification

To certify that the business is listed on the Indigenous Business Directory, the bidder must complete and submit the following:

- 1) The Bidder:
 - a) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - b) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

2) The Bidder must check the applicable box below:

a) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

b) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

3) The Bidder must check the applicable box below:

a) The Aboriginal business has fewer than six full-time employees.

OR

b) The Aboriginal business has six or more full-time employees.

4) The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

5) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be Provided When Bidding, contracting or entering into a real 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 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

ATTACHMENT 1 TO PART 5 – CERTIFICATION OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

Infrastructure Canada’s Procurement Services Team

(Corporate Name of Recipient of this Submission)

for the Completion of an Employment Systems Review, bid solicitation # INFC-2021/22-PS3516, in response to the call or request (hereinafter “call”) for bids made by Infrastructure Canada do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a bid in response to this call for bids;
 - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (**check one of the following, as applicable**):
 - the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

Signature of Authorized Agent of Bidder

Date

Printed Name of Authorized Agent of Bidder:

Position Title of Authorized Agent of Bidder:

ATTACHMENT 2 TO PART 5 – Ineligibility and Suspension Policy

1.0 Purpose

The purpose of this attachment is to simplify the requirement of Bidders to provide Infrastructure Canada (INFC) and/or Public Services & Procurement Canada with the information required as part of the [Government of Canada Ineligibility and Suspension Policy](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (available at <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>).

2.0 Information to be provided to INFC as Part of Section III Certifications of a Proposal/Bid

According to section 17 of the above-mentioned policy, Bidders are required to submit a list of the full names of all the following people identified in the table 1 (below) for the applicable organization type of the bidder before any resulting contract can be awarded.

Organization Type	List of Full Names to Include
Publically-owned Corporation	All current directors
Privately-owned Corporation	All owners of the corporation
Joint Venture	All current directors
Sole Proprietor (including when bidding as a joint venture)	All owners
Partnership	<i>No names are required</i>

During the bid evaluation phase, if the list below changes, the Bidder must inform INFC (at the same address for submitting proposals) within 10 working days of any changes.

Providing the required names is a mandatory requirement for award of a contract. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier will otherwise be disqualified for award of a contract.

Sample table to include in Section III Certifications of a proposal/bid:

Owner's / Director's Name	Title
[printed name (first and last)]	(e.g. CEO, COO, VP of X, Director of X, Owner)

*Bidders to insert rows as required, depending on the number of directors.

Note: Bidders that are a partnership (excluding joint ventures) do not need to submit a list of names with their proposal/bid.

3.0 Information to be provided to Public Services & Procurement Canada (not INFC)

During a contract: If the list of directors submitted as part of its bid changes during the contract, the supplier must inform the Registrar of Ineligibility and Suspension*.

At any time: If there is any charge, conviction or other circumstance relevant to the policy with respect to the bidder/supplier, its affiliates and its first-tier subcontractors inside or outside of Canada; then the bidder/supplier must complete an [Integrity Declaration form](https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/integrity-declaration-form-eng.pdf) (available at: <https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/integrity-declaration-form-eng.pdf>) to the Registrar of Ineligibility and Suspension*.

*The contact information for the Registrar of Ineligibility and Suspension is:

Integrity, Departmental Oversight Branch
Public Services and Procurement Canada
L'Esplanade Laurier, West Tower
300 Laurier Ave. W.
Floor 10, Room 10149
Ottawa, ON K1A 0S5
Canada

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

7.2.1 General Conditions

[2035 \(2021-12-02\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **ENHANCED RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror 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).

7.3.1 Contractor's Sites or Premises Requiring Safeguarding Measures

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

[to be determined at contract award]

7.3.1.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level for document safeguarding capability.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract will be [identified at contract award].

7.4.2 Option to Extend the Contract

a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one-year period 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.

b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract [will be identified at contract award]

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.

7.5.2 Project Authority

The Project Authority for the Contract [will be identified at contract award]

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.

7.5.3 Contractor's Representative

The Contractor's representative for the Contract [will be determined at Contract award].

7.6 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

For all terms and conditions related to payment, refer to ANNEX B – TERMS OF PAYMENT

7.8 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.9 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

7.10 Certifications and Additional Information

7.10.1 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.

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035 \(2021-12-02\)](#), Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Terms of Payment;
- (e) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated [to be determined at contract award].

7.13 Insurance – No Specific Requirement

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement applies to and forms part of the Contract.

7.14 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

7.15 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 "[DisputeResolution](#)".

7.16 Contract Administration

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

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

ANNEX A – STATEMENT OF WORK

1.0 REQUIREMENT

1.1 TITLE

Employment Systems Review (ESR) for Infrastructure Canada (INFC)

1.2 Introduction

The *Employment Equity Act* (EEA) and its Regulations require that employers perform an in-depth assessment of their workforce, and conduct a review of their employment systems, policies and practices where under-representation of persons in designated groups is identified.

The review will help to determine whether any employment systems, policies, and practices are an employment barrier against persons in designated groups. The audit process and expected outcomes are outlined by the [Canadian Human Rights Commission \(CHRC\)](#).

There are no records of INFC conducting an ESR since the creation of the department. An ESR is considered the most powerful force for corporate cultural change; as it searches for the causes of underrepresentation and gaps in all employment systems both formal and informal.

INFC recognizes that having a diverse workforce on its own is not enough. It needs to be paired with inclusion practices to further improve organizational performance as well as to attract and retain the best talent. Consequently, fostering inclusion is the central driver of INFC's Employment Equity, Diversity and Inclusion Action Plan 2020-2022.

The Plan responds to the statutory requirements identified as per the Act and its regulations, and outlines the ongoing and new commitments that INFC intends to undertake to ensure it continues to build an inclusive workplace that welcomes a diverse, representative and capable workforce.

1.3 Objectives

The ESR will:

4. Identify, examine and address systemic and attitudinal barriers including those entrenched in current employment systems, policies, and practices that may impede employment opportunities of the four designated groups: women, Indigenous persons, members of visible minorities and persons with disabilities; as well as members of LGBTQ2+ communities.
5. Examine employment systems in the following areas: recruitment, selection, hiring or appointments, assignments, deployments and transfer, training and development, promotion, retention, termination of employment, and reasonable accommodations for persons with disabilities.
6. Make recommendations to address identified gaps.

1.4 Scope of Work

The review will identify where policies and practices contribute to the under-representation of designated groups and identify any barriers, formal or informal, written or not, that have an adverse impact on their employment opportunities.

The ESR will include the following activities:

- a. review of INFC's workforce analysis and employment systems, data, policies, and practices in accordance with the Regulations;
- b. consultations with relevant members of the department;
- c. analyze qualitative and quantitative data to determine the causes of any gaps in the representation of designated groups compared to the workforce availability;
- d. draft reports and identify recommendations to eliminate any identified barriers.
- e. Contribute to the under-representations of designated groups, as per the Employment Act, LGBTQ2+, as well as occupational groups and;
- f. Additional Elements to the list:
 - o Practice;
 - o Process;
 - o System supports;
 - o Organizational culture;
 - o Organizational decision making;
 - o Performance (KPI's and metrics and;
 - o Policy and governance.

The ESR method used must align with the Canadian Human Rights Commission (CHRC) guide.. The results of the review must be thoroughly documented and provide a reasonable basis for corrective action to be taken by the Department.

1.5 Tasks to be performed

The Contractor will conduct an ESR by undertaking the following:

- a. finalize the project plan to meet INFC's objectives, including the scope, methodology, activities, deliverables and timeframes;
- b. discuss the project plan and its progress as well as the contractor's needs, with INFC's Project Lead;
- c. review and analyze INFC's 2018-19 workforce analysis and clustering analysis and determine specific occupational groups and areas where under-representation exists;
- d. review and analyze INFC's systems, policies and practices which would impact employees in the following areas **for each designated and occupational group**:
 - i. recruitment;
 - ii. selection and hiring;
 - iii. development and training;
 - iv. promotion;
 - v. retention and;
 - vi. accommodation;
- e. plan and conduct consultations in both official languages (e.g. HR, employees, managers, employees from designated groups) through interviews, focus groups and/or questionnaires where under-representation exists in order to identify barriers to equitable employment;
 - i. for example, selection tools premised on aggressive, forceful behavior may tend to exclude certain cultures where such behavior is not considered appropriate;
 - ii. or strict requirements for random shift or overtime work may adversely affect women who continue to bear primary responsibility for child care.
- f. conduct analysis following consultations;

- g. identify any barriers to equal employment with specific focus on Indigenous Peoples, Black people, Racialized peoples, Women, Persons with Disabilities and LGBTQ2+.
 - i. When a system, policy or practice is found to have an adverse impact, the employer is required to determine whether or not it is valid, that is: whether or not it is necessary for the safe and efficient operation of the business and there is no reasonable accommodation possible short of undue hardship.
- h. prepare draft and final ESR reports, in Word format, with recommendations based on observations and findings;
- i. present the ESR final report to HR management;
- j. provide any advice and possible corrective measures within the ESR context.

1.6 Client Support

INFC will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract:

- a. INFC's documents and data provided digitally (the Department recognizes the potential inaccessibility to facilities, documents or resources caused by COVID-19 regulations);
- b. feedback on required tasks, comments on work products, and discussion of issues as required, in a timely manner;
- c. logistics required for consultations (e.g. interviews, focus groups) including invitation to participants, booking meeting rooms and ensuring rooms are equipped with appropriate aid facilities; and

The INFC's Project Lead, with HR Management, will:

- a. consult and coordinate with the vendor's lead;
- b. coordinate and develop a communication strategy;
- c. develop a management action plan to address ESR recommendations;
- d. present results to INFC's senior management.

1.7 Change management procedures

Any necessary changes will be made in accordance to the terms and agreement of the contract.

1.8 Deliverables

The Contractor must ensure that INFC is kept updated on any emerging issues and advise the INFC on what action can be taken immediately, rather than wait until the ESR is completed.

The Contractor will review and come to agreement on estimated due dates with the Project Lead at contract award and then during the contract period as required.

Monthly status updates or as required by INFC

The following deliverables must be provided to the Project Lead: Milestones following contract award date and deliverables

Milestones following contract award		Deliverables
<p>Work Plan and Methodology</p> <p>15%</p> <p>1 month</p>	1	Final work plan detailing proposed scope, methodology, activities, deliverables and timelines.
	2	Regular progress updates, outlining activities completed and progression on the work planned (ongoing monthly status updates required but not tied to this milestone payment)
<p>Organizational Review</p> <p>30%</p> <p>4 to 6 months</p>	3	Preliminary summary of observations/findings following review of the workforce analysis and clustering analysis.
	4	Preliminary summary of observations/findings following review of INFC's systems, policies and practices.
	5	Recommendations for consultation methodology based on findings of the above reviews.
	6	Consultation material content (e.g. questionnaires for interview and/or focus groups with different groups) and schedule.
	7	Organizational Review
	8	Preliminary summary of observations/findings following consultations.
<p>ESR Report</p> <p>5%</p> <p>2 months</p>	9	<p>Draft ESR Report for INFC feedback, including (at a minimum):</p> <ul style="list-style-type: none"> a. an executive summary (for senior management); b. description of the methodology; c. summary of observations and findings for each of the area reviewed (workforce analysis/systems, policies and practices/consultations); and d. identification of barriers to equal employment or other factors; e. recommendations for positive measures or strategies for elimination of barriers.
	10	<p>Updated Draft ESR Report incorporating INFC feedback, including (at a minimum):</p> <ul style="list-style-type: none"> f. an executive summary (for senior management); g. description of the methodology; h. summary of observations and findings for each of the area reviewed (workforce analysis/systems, policies and practices/consultations); and

		<ul style="list-style-type: none"> i. identification of barriers to equal employment or other factors; j. recommendations for positive measures or strategies for elimination of barriers.
	11	Final ESR report. (The contractor will finalize the draft report, based on feedback from INFC)
	12	Organizational Briefings
Implementation 40% 5-6 months	13	Employment systems, policies and processes rebuild (recommendations, strategy and execution support)
Closeout 1 month 10%	14	Final Recommendations Report (Next Steps)
	15	Final Organizational Briefings

Additional unforeseen work will be agreed upon by all parties in advance.

1.9 Language of work

All deliverables to be submitted in English. However, the Contractor must be able to conduct consultations with members of INFC in both official languages.

All documents must be produced using Microsoft Office software compatible.

1.10 Language of Work

The work will take place remotely until further notice or if COVID-19 regulations lift.

ANNEX B – TERMS OF PAYMENT

1.0 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

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

2.0 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.

Each invoice must be supported by:

a copy of time sheets to support the time claimed;

a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following address for certification and payment.

(to be inserted at contract award)

3.0 Basis of Payment

The Contractor will be paid the firm, all-inclusive amount as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price of \$_____ [bidder to insert total amount, including other direct charges], Goods and Services Tax, Harmonized Sales Tax are extra, if applicable.

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 Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

Schedule of Deliverables	Bidder Price
Completion, delivery and acceptance of Deliverables 1 and 2 - the Project Work Plan and Methodology (15% of total professional fees)	\$
Completion, delivery and acceptance of Deliverables 3 to 8 - Organizational Review activities (30% of total professional fees)	\$

Completion, delivery and acceptance of Deliverables 9 to 12 - the Employment Systems Review Report activities (5% of total professional fees)	\$
Completion, delivery and acceptance of Deliverable 13 – Implementation (40% of total professional fees)	\$
Completion, delivery and acceptance of Deliverables 14 and 15, Close Out (10% of total professional fees)	\$
Other Direct Charges (include breakdown):	\$
Total Bidder Price (Sum of all Deliverables + Other Direct Charges)	\$

Currency of Bid: [bidder to declare in its financial bid]

The bidder confirms that the items identified above will be delivered to the address and according to delivery requirements indicated in Section 6.10 Invoicing Instructions.

3.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 230,000.00. 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.

3.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

3.3 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

ANNEX C – Corporate, Mandatory Technical, and Rated Evaluation Criteria

Mandatory Corporate Criteria

No.	Description	Met / Not Met	Comments and reference to the bid (Page number)
C1	<p>Employment Equity – led or owned</p> <p>The Bidder must demonstrate that the company is led and/or owned by a member or members of an Employment Equity group. Their workforce must include at least 2 members of the following 4 designated groups under the <u>Employment Equity Act</u>:</p> <ul style="list-style-type: none"> • women • Indigenous peoples • persons with disabilities • members of visible minorities 		
C2	<p>Industrial Organizational Psychologist</p> <p>The bidder must submit the resume of the proposed industrial organizational psychologist and a summary of their experience.</p>		
C3	<p>Official Languages</p> <p>The project team proposed must be able to deliver services at the advanced level in both English and French.</p> <p><i>* The use of bilingual translators will be deemed as meeting this requirement.</i></p>		

Mandatory Technical Criteria

No.	Description	Met / Not Met	Comments and reference to the bid (Page number)
M1	<p>Project Team Experience</p> <p>The Bidder must demonstrate that the proposed project team, through combined experience, has previously led and supported the implementation of Employment Systems Review process and recommendations for organizations of at least 500 employees within the last 10 years based on the requirements outlined by the Canadian Human Rights Commission.</p> <p>The bidder must provide detailed project descriptions that include at least six of the following nine employment systems:</p> <ul style="list-style-type: none"> j. Recruitment k. Selection l. Hiring m. Development n. Training 		

	<p>o. Promotion p. Retention q. Termination r. Accommodation</p> <p>Bidders must provide references for 2 of the projects, <u>using the Project Reference Form in Attachment 4 to Part 4</u>. The following details must be provided for each of the project summaries submitted:</p> <p>-Name of the organization; -Date and duration of the project; -role of the proposed resource; and -reference/contact person (name, email address, and phone #)</p> <p>Each referee must be able to validate the info in the project summary within 5 working days of INFC's initial query. No substitutions will be permitted after bid closure.</p>		
M2	<p>Employment Equity Data Analytics Experience</p> <p>The Bidder must demonstrate the proposed Project team has at least 5 years of combined experience analyzing quantitative and qualitative workforce data in order to identify employment equity barriers.</p>		
M3	<p>Policy Experience</p> <p>The Bidder must demonstrate the proposed project team has at least 5 years of combined experience reviewing and analyzing human resources policies/practices, and proposing solutions, within Canada.</p>		

Point Rated Technical Criteria

No.	Rated Evaluation Criteria	Rating Scale	Results and reference to the bid (Page number)
R1	<p>Community Consultations</p> <p>Points will be awarded for experience performing focused Employment Systems Review consultations with the following specific communities: Women, Indigenous Peoples, Black People, People with Disabilities, Racialized community members and LGBTQ2+ communities.</p>	<p>10 points per community Maximum of 60 points</p>	

<p>R2</p>	<p>Intersectional Perspective</p> <p>Points based on the number of tools used in consultations with underrepresented groups such as women, Indigenous communities, Black communities, people with disabilities, and Racialized community members and LGBTQ2+ communities (GBA+ is one example).</p> <p>Points will be awarded per method/approach demonstrated to a cap of 60pts</p>	<p>10 points per method/approach demonstrated</p> <p>Maximum of 60 points</p>	
<p>R3</p>	<p>Diversity of Team</p> <p>Points allocated based on different intersectional representations on the project team</p>	<p>2 or more communities = 50 points 1 community 30 points 0 community = 0 points</p> <p>Maximum of 50 points</p>	
<p>R4</p>	<p>Reference Check</p> <p>Further to M1, reference checks will be conducted on 2 of the projects, per Attachment 4 to Part 4 - Project Reference Form. Each compliant project will be evaluated based on the following:</p> <p>The reference's level of satisfaction in terms of performance and overall quality.</p>	<p>Client reference has validated that the performance and overall quality:</p> <p>exceeded expectations = 30 points met expectations = 10 points has not / could not met expectations = 0 points</p> <p>Maximum of 60 points</p>	
<p style="text-align: right;">Total</p>		<p>Maximum points 230 points</p>	<p>Score = XXX/230</p>

ANNEX D: SECURITY REQUIREMENT CHECK LIST

COMMON-PS-SRCL#6



Contract Number / Numero du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine INFC	2. Branch or Directorate / Direction générale ou Direction ADM CSB / AREJ
3. a) Subcontract Number / Numero du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail External review of internal HR employment systems, policies and procedures	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable A ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens																	
Production																	
IT Media / Support																	
IT Link / Lien électronique																	

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

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

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

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

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Michelle Seymour	Director, AREI	Seymour, Michelle <small>Digitally signed by Seymour, Michelle Date: 2021.10.29 17:35:43 -04'00'</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-552-8366		michelle.seymour@info.gc.ca	October 29, 2021
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Terry Carkner	Security Officer	Carkner, Terrence <small>Digitally signed by Carkner, Terrence Date: 2021.10.29 16:40:24 -04'00'</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-698-7386		terrence.carkner@info.gc.ca	October 29, 2021
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Jacques Saumur	Quality Assurance Officer	Saumur, Jacques <small>Digitally signed by Saumur, Jacques Date: 2019.10.30 08:07:07 -04'00'</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
		jacques.saumur@tpsgc-pwgsc.gc.ca	

ANNEX D –